

RECEIPT

DATE

05/12/2005

No.

741828

RECEIVED FROM

J Areas Services LLC

\$ 350.00

Three hundred fifty and ⁰⁰/₁₀₀

DOLLARS

☐ FOR RENT☒ FOR

DE-SW-2134

ACCOUNT

PAYMENT

BAL. DUE

☐ CASH☒ CHECK☐ MONEY
ORDER☐ CREDIT
CARD

FROM

1526

TO

BY

AG



RECEIVED

MAY 12 2025

DNREC - WHS

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL
DIVISION OF WASTE AND HAZARDOUS SUBSTANCES
COMPLIANCE AND PERMITTING SECTION

89 KINGS HIGHWAY
DOVER, DELAWARE 19901

TELEPHONE: (302) 739-9403
FAX: (302) 739-5060

SOLID WASTE TRANSPORTER PERMIT APPLICATION

Instructions: You must complete this application in its entirety and attach all applicable documentation. (Note: For applicants renewing an existing permit, this application requires the submission of updated information and documentation. References to material submitted under previous applications are no longer accepted.)

The application must be signed by the company owner or a corporate officer. A check or money order payable to the **"State of Delaware"** must accompany this application and be sent to:

Delaware Department of Natural Resources and Environmental Control
Compliance and Permitting Section
89 Kings Highway
Dover, DE 19901

1. Type of Permit

- ☐ New – **SCRAP TIRES ONLY** Submit a check or money order, payable to the "State of Delaware," in the amount of \$75.00.
- ☒ New – **ALL OTHERS** Submit a check or money order, payable to the "State of Delaware" in the amount of \$350.00.
- ☐ Renewal: Permit # DE-SW- _____ Expiration Date _____

Please indicate the term for which you desire your permit to be issued. Submit a check or money order, payable to the "State of Delaware," for the indicated permit fee.

SCRAP TIRES ONLY

- ☐ One Year - \$75.00
- ☐ Two Years - \$125.00
- ☐ Three Years - \$175.00
- ☐ Four Years - \$225.00
- ☐ Five Years - \$275.00

ALL OTHERS

- ☒ One Year - \$350.00
- ☐ Two Years - \$650.00
- ☐ Three Years - \$950.00
- ☐ Four Years - \$1250.00
- ☐ Five Years - \$1550.00

2. Release to Public

Do you wish to be included on the list of transporters that is provided to persons requesting a list of Delaware permitted solid waste transporters? ☒ Yes ☐ No

3. Company Information

Company Name J AROCAS SERVICES LLC

Location Address:	Mailing Address:
24 Cleveland St Morristown NJ 07960	

Contact: Luis Arredondo Title: Owner

Business Phone: (201)889-5314 Fax: _____

E-mail: j.arocas.services.llc@gmail.com

24 hr Emergency Contact Phone: (201)889-5314

4. Company Ownership Information

(a). Please indicate the company type:

- ☐ Proprietorship
☐ Partnership
☐ Corporation - If company is a corporation, indicate city, state, and date of incorporation.

City: _____ State: _____ Date: _____
☐ Municipality
☐ Public institution
☒ Limited Liability Corporation (LLC) State: New Jersey
☐ Other: (must specify) _____

(b). For each Owner, Partner, or Corporate Officer, attach a list with name, title, mailing address, date of birth, and % ownership. Include all stockholders owning greater than 5% outstanding shares.

☒ Attachment 1

(c). If company is owned by or affiliated with a parent company, attach parent company name, address & mailing address, and % ownership.

☐ Attachment _____
☒ No parent company

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF FORMATION

J. AROCA'S SERVICES LLC
0450567564

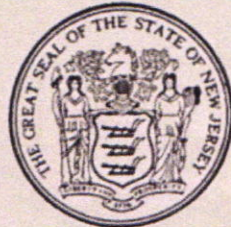
The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 11/17/2020 and was assigned identification number 0450567564. Following are the articles that constitute its original certificate.

1. **Name:**
J. AROCA'S SERVICES LLC
2. **Registered Agent:**
LUIS ARREDONDO
3. **Registered Office:**
24 CLEVELAND ST
MORRISTOWN, NEW JERSEY 07960
4. **Business Purpose:**
DUMP TRUCK OPERATOR
5. **Effective Date of this Filing is:**
11/17/2020
6. **Members/Managers:**
AMINTA F AROCA PELAEZ
24 CLEVELAND ST
MORRISTOWN, NEW JERSEY 07960

LUIS ARREDONDO
24 CLEVELAND ST
MORRISTOWN, NEW JERSEY 07960

7. **Main Business Address:**
24 CLEVELAND ST
MORRISTOWN, NEW JERSEY 07960

Signatures:
LUIS ARREDONDO
AUTHORIZED REPRESENTATIVE



Certificate Number: 4119126160
Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingsCertJSP/Verify_Cert.jsp

IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
17th day of November, 2020

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

Elizabeth Maher Muoio
State Treasurer



J AROCAS SERVICES LLC

Owner's Name:Luis Arredondo

Ownership %: 50

Mailing Address: 24 Cleveland St Morristown, NJ 07960

Owner's Name:Aminta F Aroca Pelaez

Ownership %: 50

Mailing Address: 24 Cleveland St Morristown, NJ 07960

5. Company locations in Delaware

List name and street address of each company location, including freight terminals, within the State of Delaware.

- ☐ Attachment _____
☒ No Delaware locations

6. Company Affiliates

List name, location and mailing addresses, nature of business relationship of all company Affiliates, which affiliates are engaged in the business of waste transport, treatment, storage, disposal, recovery or reclamation. (Affiliated companies are defined as those companies owned by the same owners, corporate officers, or parent company.)

- ☐ Attachment _____
☒ No affiliates

7. Type of Waste to be Transported

(a). Check all that apply. Refer to Delaware's *Regulations Governing Solid Waste* for definitions of waste categories.

- ☐ Residential waste
☐ Commercial waste (from **non-manufacturing, non-processing** businesses and offices)
☐ Industrial waste (from a manufacturing or industrial process)
☒ Dry waste: ☒ construction/demolition debris
☐ trees/stumps
☐ other (must specify) _____
☐ Ash: ☐ municipal incinerator
☐ coal ash
☐ other (must specify) _____
☐ Infectious waste
☐ Non-hazardous petroleum-hydrocarbon contaminated soils
☐ Asbestos-containing waste
☐ Scrap Tires

(b). Does your company collect and transport residential (household) waste from single family homes, condominiums and apartment complexes in Delaware? ☐ Yes ☒ No

(c). If you answered "YES" to question 7.b., above, does your company provide recycling services to those customers? ☐ Yes ☐ No ☐ N/A

(d). If you offer recycling services, does your company collect and transport the recyclables separately from the waste generated by your customers? ☐ Yes ☐ No

(e). If you offer recycling services, are the recyclables ultimately taken to an incinerator (waste-to-energy) or landfill? ☐ Yes ☐ No

8. Treatment, Storage, and Disposal Facilities

- (a). Do you cross state lines with the waste? ☒ Yes ☐ No
- (b). Identify in an attachment **all** solid waste Treatment, Storage, Disposal Facilities, Reclamation Facilities and Transfer Stations to which the waste will be transported.
- ☒ Delaware Solid Waste Authority locations: (attachment) DRPI Landfill.
 - ☐ Clean Earth of New Castle, Inc. (thermal treatment facility for PHC-soils)
 - ☒ Delaware Recyclable Products, Inc. (dry waste, commercial, industrial, and PHC-soils)
 - ☐ Other in-state solid waste facilities, including private facilities: (attachment) _____
 - ☐ Out of state solid waste TSD facilities: (attachment) _____

9. Other Transporter Permits

- (a). Attach a copy of your home state solid waste transporter permit. (N/A if Delaware is your home state.)
- ☐ Attachment _____
- ☒ Not applicable-No transporter permit required for these solid waste types in our home state.
- (b). List solid waste transporter permits held in other states.
- ☐ Attachment _____
- ☒ No transporter permits in other states
- (c). Indicate your Federal DOT number and Motor Carrier number:
- DOT# 3650312 MC# 1257958
- ☐ N/A If N/A, please provide an explanation, on the following page, as to why you are not required to have a DOT or MC number.

10. Proof of Financial Responsibility

The transporter must submit proof of financial responsibility as established in section 7.2.4 of Delaware's *Regulations Governing Solid Waste*. This proof may be established by a Certificate of Insurance, with MCS-90 endorsement where applicable, or by other means approved by the Department. (The Certificate of Insurance must identify the **Department of Natural Resources and Environmental Control, Compliance and Permitting Section** as the certificate holder.)

- (a). Are you for-hire in interstate commerce? ☒ Yes ☐ No (For-Hire means you are in the business of transporting, for compensation or payment, wastes generated by a company other than your own.)
- (b). Do you transport in the State of Delaware Only (Intrastate)? ☐ Yes ☒ No
- (c). Do you transport Interstate? ☒ Yes ☐ No

- (d). Certificate of Insurance must be attached and include minimum automobile liability coverage as follows:

	FOR-HIRE INTERSTATE	ALL OTHERS
Residential Waste	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Commercial Waste	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Industrial Waste	\$750,000.00 + MCS-90 <input checked="" type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Dry Waste	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Ash	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Infectious Waste	\$1,000,000.00 + MCS-90 <input type="checkbox"/>	\$750,000.00 + MCS-90 <input type="checkbox"/>
Non-Hazardous Petroleum Contaminated Soils	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Asbestos	\$1,000,000.00 + MCS-90 <input type="checkbox"/> (For Hire & Private)	\$350,000.00 <input type="checkbox"/>
Scrap Tires Only	\$350,000.00 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>

11. Spill Control and Safety

List all spill control and safety equipment which will be carried on each vehicle. (**Note:** Separate lists by type of vehicle and type of waste may be required.) Attach a copy of the Spill Control Plan. The Spill Control Plan **must** contain the following elements: (1) List of safety and spill control equipment carried in the vehicle, (2) Driver preventive measures, (3) Driver immediate corrective actions, (4) Company internal communications, (5) Company external communications including the **Delaware Emergency Reporting Numbers: 1-800-662-8802 and 302-739-9401**, and (6) Cleanup and decontamination measures.

✓ Spill Control Plan: Attachment 2

12. Driver Training

IN SUMMARY OR OUTLINE FORM, describe the procedures that your company takes to ensure that all company drivers are safe and competent drivers. Small owner-operators may describe their years of experience and driving record in lieu of a formal program.

- (a). Include requirements for special licenses (e.g. CDL, including any special endorsements), any special training received, including dates training was received (e.g. asbestos training), and any ongoing company programs. (e.g. weekly safety meetings or annual refresher courses);
- (b). Include your company procedure for periodic checks of the driver's records for moving violations, and your company policy on progressive counseling/discipline based on points;
- (c). Describe how drivers are instructed in the following:
 - (i) Knowledge of proper handling procedures for the type of solid waste being transported.
 - (ii) Familiarity with the approved accidental discharge containment plan. (Spill Control Plan)
 - (iii) Familiarity with the conditions of the solid waste transporter's permit.

✓ Driver Training, attachment 3



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Customer Service
All Fronts Insurance Services Inc	PHONE (A/C No. Ext.): (888) 878-4252
225 Gordon's Corner Road	FAX (A/C No.): (347) 348-0840
Suite 2F	E-MAIL ADDRESS: coi@allfrontsins.com
Manalapan NJ 07726	INSURER(S) AFFORDING COVERAGE
	INSURER A: United States Liability Insurance Company
	INSURER B: American Millennium Insurance Company
	INSURER C: Underwriters at Lloyd's
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES	CERTIFICATE NUMBER: 24-25	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> Blanket AI <input type="checkbox"/> Blanket WOS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL1271600	11/07/2024	11/07/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOPAGG \$ 2,000,000 Employee Benefits \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		CAL15670	09/30/2024	09/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 25,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Motor Truck Cargo		MAP0393240425	09/30/2024	09/30/2025	Coverage/\$100,000 Deduct/\$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Department of Natural Resources and Environmental Control 89 Kings Hwy Dover DE 19901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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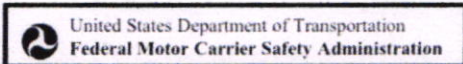
FORM MCS-90 Revised 01/05/2017

OMB No.: 2126-0008

USDOT Number: 3650312

Date Received: 07/21/2021

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



**Endorsement for Motor Carrier Policies of Insurance for Public Liability
under Sections 29 and 30 of the Motor Carrier Act of 1980**

FORM MCS-90

Issued to J AROCAS SERVICES LLC of NJ
(Motor Carrier name) (Motor Carrier state or province)

Dated at 09/30/2024 on this _____ day of _____

Amending Policy Number: CAL15670-01 Effective Date: 09/30/2024

Name of Insurance Company: American Millennium Insurance Company

Countersigned by: _____

(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by for the limits shown (check only one):

- ☒ [X] This insurance is primary and the company shall not be liable for amounts in excess of \$ 750,000 for each accident.
- ☐ [] This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 973-628-6060.

Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

(continued on next page)

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon,

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

SCHEDULE OF LIMITS — PUBLIC LIABILITY
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Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8 , transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403 .	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101 ; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101 , but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403 .	\$5,000,000

* The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

attachment 2.

SPILL CONTROL PLAN FOR SOLID WASTE HAULERS

- (1) Spill control and safety equipment carried in each vehicle:
 - 1). Reflectors and/or flares
 - 2). Fire extinguisher
 - 3). First aid kit
 - 4). Heavy-duty gloves, hard hat
 - 5). Flashlight
 - 6).
- (2) All loads will be enclosed, covered, or tarped to prevent accidental discharge of the waste during transport to the disposal facility.
- (3) The driver will perform the following pre-trip inspections:
 - 1). Daily pre-post trip driver's inspection report attached
 - 2).
- (4) If there is an accident or other emergency which causes a portion of the load to be spilled, the driver, if uninjured, will contact the following designated company coordinator:
Name: Luis Arredondo Phone: 201-889-5314
- (5) The designated coordinator will contact the state and municipal authorities where the accident occurred. If the accident or spill has the potential to cause environmental damage, (either due to the nature of the waste, location of the accident, or additional factors such as leaking oil, gasoline, or hydraulic fluid) the person contacted will notify the state emergency response team, by calling one of the following numbers:
Delaware: 911, (302) 739-9401 or 1-800-662-8802 (*Other numbers may be listed as follows, however, the listed Delaware numbers **must** be included in the spill control plan.*)
Maryland:
New Jersey:
- (6) The designated coordinator will contract for clean-up services with another company. (*This is optional, however, if another company is to be contracted, please append a list of cleanup companies by either region or state.*)
- (7) This plan will be carried in all vehicles, along with the permit.

SPILL CONTROL PLAN FOR NON-HAZARDOUS SOLID WASTE TRANSPORTERS

ALL PERMITTED TRANSPORTERS MUST PREPARE AND CARRY A SPILL CONTROL PLAN IN EACH VEHICLE

At a minimum, the following information is required. You may attach additional pages or submit your company's prepared spill control plan.

1. A list all safety equipment carried in each vehicle, including spill containment and control materials.

√	Safety Equipment in the Vehicle	√	Safety Equipment in the Vehicle, continued
	Emergency reflective triangles and/or flares		
	Fire extinguisher		
	First aid kit		
	Wheel Chocks		
	Gloves		
	Reflective Vest		
	Hard hat		
	Flashlight		

2. The transporter acknowledges that all loads will be enclosed, covered, or tarped to prevent accidental discharge of the waste during transport to the treatment, storage, disposal or recycling facility.
3. The transporter acknowledges that in the event of an accident, the driver, if able, will contact the company's designated coordinator(s) listed under "EMERGENCY CONTACTS, COMPANY COORDINATOR(S)."
4. The transporter acknowledges that if a company coordinator cannot be reached, or there is none, the driver is responsible for contacting state and municipal authorities where the accident occurred.
5. In the event an incident causes any portion of a load to be spilled, or if there is a release of vehicle fluids, the transporter acknowledges that they are responsible for containing the release, proper management of all resulting waste, and any required remediation.
6. Explain the measures to be taken to contain any spilled waste. In the case of vehicle fluids, explain how the spill will be prevented from entering sewers or storm drains, or spreading from the spill location into adjoining soils or waterways.

spill control plan and emergency protocol attached

Spill Control Plan for Non-Hazardous Solid Waste Transporters
Page 2 of 2

7. Measures to contain releases will be performed by:

- ☐ The driver, who is familiar with and appropriately trained to perform the activity.
- ☐ The transporter through company representatives appropriately trained to perform the activity and available to immediately respond.
- ☐ A regional third-party contractor identified under "EMERGENCY CONTACTS; CONTRACTORS IMMEDIATELY AVAILABLE TO RESPOND TO RELEASES/SPILLS."

8. The transporter acknowledges should additional clean-up services be required to address releases, including vehicle fluids, the contractor(s) under "EMERGENCY CONTACTS, CONTRACTORS IMMEDIATELY AVAILABLE TO RESPOND TO RELEASES/SPILLS" will be called.
9. If the accident results in a release/spill exceeding a Delaware Reportable Quantity as included in the regulations of 7 Del. Admin. Code 1203, *Reporting of a Discharge of a Pollutant or Air Contaminant* or has the potential to impact human health or cause environmental damage (either due to the nature of the waste, location of the accident, or additional factors such as leaking oil, gasoline, or hydraulic fluid), the transporter acknowledges the company coordinator or driver will immediately notify Delaware's state emergency response team, by calling one of the numbers included under "EMERGENCY CONTACTS, REPORTING A RELEASE OR SPILL IN DELAWARE."

SPILL CONTROL PLAN FOR NON-HAZARDOUS SOLID WASTE TRANSPORTERS

EMERGENCY CONTACTS

COMPANY COORDINATOR(S)

Name	Telephone Number
Luis Arredondo	201-889-5314

Name	Telephone Number

CONTRACTORS IMMEDIATELY AVAILABLE TO RESPOND TO RELEASES/SPILLS

Name	Telephone Number
Luis Arredondo	201-889-5314

Name	Telephone Number

REPORTING A RELEASE OR SPILL IN DELAWARE

911
(302) 739-9401
(800) 662-8802

ADDITIONAL COMPANY CONTACTS

Name	Telephone Number

EMERGENCY RESPONSE EQUIPMENT

The following emergency response equipment is to be maintained on each J AROCAS SERVICES LLC vehicle while hauling contaminated waste or contaminated material.

1. Emergency Eyewash Kit
2. First Aid Kit
3. Portable ABC Dry Chemical Fire Extinguisher
4. Equipment and Protective Clothing, as follows
 - Safety Goggles and/or Shield
 - PVC Boots
 - PVC Gloves
 - Rain Gear
 - Disposable Coveralls (e.g. Tyvek)
 - Triangle Reflectors
 - Hard Hat
 - Duct Tape (at least one roll)
 - Tool Kit
 - Flash Light
 - Sorbent Pads OH-Dri
 - 85 Gallon Overpack Drum (for drum shipments)
 - Bung Wrench (Non-Sparking, for drum shipments)
 - Shovel
 - Spill Kit

All emergency response equipment is to be inspected daily by the DRIVER during his/her Pre-Trip inspection. Emergency equipment which is damaged or missing should be replaced prior to departure.

In the event of a spill, J AROCAS SERVICES LLC emergency response contractors can provide additional equipment, such as vacuum trucks, dump trucks, front end loaders and other equipment necessary to contain and remove contaminants.

SPILL RESPONSE TELEPHONE NUMBERS (REFERENCE LIST)

J AROCAS SERVICE LLC
LUIS ARREDONDO (201)889-5314

<u>Spill Reporting Phone Numbers:</u>	<u>Phone Number:</u>
USDOT National Response Center	201-874-1175
Center for Disease Control	404-633-5313
USCG National Response Center	202-426-2675
	800-424-8802
Delaware DNREC 24-hour Hotline	302-739-9401
(in state only)	800-662-8802
New Jersey DEP 24-hour Hotline	609-292-7172
New York State DEC 24-hour Hotline	518-457-7362
	800-457-7362
Pennsylvania DEP 24-hour Answering Service	717-787-4343
PS Emergency Management Agency	717-783-8150(24-hr)
Region 1 (Norristown)	215-270-1900
Region 2 (Wilkes-Barre)	717-826-2511
Region 3 (Harrisburg)	717-657-4585
Region 4 (Williamsport) (9am-5pm)	717-327-3646
(24-hour)	717-327-3696
Region 5 (Pittsburgh)	412-645-7100
Region 6 (Meadville)	814-724-8557
PA local Police and Fire Departments	911or (0) Operator
Maryland DEP 24-hour Answering Service	866-633-4686

SPILL CLEANUP AND EMERGENCY REPORTING PROCEDURES

All Personnel will follow this plan in the event of a spill/discharge of any material during pickup, transportation or delivery.

All actions taken and notification made following a report of a spill/discharge or other emergency must be done only with the full knowledge and approval of the Cerberus Transport LLC Emergency Coordinator in charge and in compliance with applicable local, state and federal regulations.

1. In the event of a spill/discharge or other emergency during delivery, transportation or pickup, the Driver will use his/her common sense to IMMEDIATELY and safely take appropriate action to protect human health and the environment including:
 - a. Secure the area to unauthorized access by people or other vehicles
 - b. Keep all sources of ignition (e.g. pipes, cigarettes, flares, etc.) away from the scene
 - c. Set up warning signals around the scene to prevent further accidents. Flame producing signals such as flares should not be used during incidents involving combustible or flammable materials
 - d. Attempt to contain the spill and stop or reduce the flow of the leak
 - e. Obtain help in the immediate area to assist in securing the site
2. The DRIVER will contact (or have a responsible person in the area call) the Cerberus Transport LLC Emergency Coordinator(s) via the phone numbers listed previously. The DRIVER or alternate caller will provide the Emergency Coordinator with the information requested in the following section
3. The DRIVER is then to continue to monitor the scene and remain in contact with the Emergency Coordinator while an appropriate course of action is determined
4. The Emergency Coordinator, DRIVER, or other authorized individual shall be responsible for contacting the appropriate authorities as well as the necessary contractors.

PRELIMINARY SPILL INFORMATION

A. Who is reporting the spill? If other than the driver, note the driver's name.

B. Where are you calling from and what is the telephone number or the site you are calling from?

C. Where is the spill? _____

D. Who is the Generator of the waste spilled? _____

E. What wastes have spilled and how much of each waste were spilled?

WASTE

AMOUNT

F. What is being done to stop, slow or clean up the spill/dischage? _____

G. What type of truck are you driving? (Tri-Axle dump truck, Roll-Off, etc.) _____

H. Has anyone been injured? How bad are their injuries? _____

I. How much damage is there to the vehicle involved and the surrounding property?

J. What authorities (e.g. police, fire, EPA, etc.) are already at the scene? _____

DRIVER'S VEHICLE INSPECTION REPORT

AS REQUIRED BY THE D.O.T. FEDERAL MOTOR CARRIER SAFETY REGULATIONS

CARRIER: _____

ADDRESS: _____

DATE: _____ TIME: _____ A.M. _____ P.M.

CHECK ANY DEFECTIVE ITEM AND GIVE DETAILS UNDER "REMARKS"

TRACTOR/
TRUCK NO. _____ ODOMETER READING _____

- | | | |
|---|---|--|
| <input type="checkbox"/> Air Compressor | <input type="checkbox"/> Front Axle | <input type="checkbox"/> Safety Equipment |
| <input type="checkbox"/> Air Lines | <input type="checkbox"/> Fuel Tanks | <input type="checkbox"/> Fire Extinguisher |
| <input type="checkbox"/> Battery | <input type="checkbox"/> Horn | <input type="checkbox"/> Flags/Flares/Fusees |
| <input type="checkbox"/> Belts and Hoses | <input type="checkbox"/> Lights | <input type="checkbox"/> Reflective Triangles |
| <input type="checkbox"/> Body | <input type="checkbox"/> Head/Stop | <input type="checkbox"/> Spare Bulbs and Fuses |
| <input type="checkbox"/> Brake Accessories | <input type="checkbox"/> Tail/Dash | <input type="checkbox"/> Spare Seal Beam |
| <input type="checkbox"/> Brakes, Parking | <input type="checkbox"/> Turn Indicators | <input type="checkbox"/> Starter |
| <input type="checkbox"/> Brakes, Service | <input type="checkbox"/> Clearance/Marker | <input type="checkbox"/> Steering |
| <input type="checkbox"/> Clutch | <input type="checkbox"/> Mirrors | <input type="checkbox"/> Suspension System |
| <input type="checkbox"/> Coupling Devices | <input type="checkbox"/> Muffler | <input type="checkbox"/> Tire Chains |
| <input type="checkbox"/> Defroster/Heater | <input type="checkbox"/> Oil Pressure | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Drive Line | <input type="checkbox"/> Radiator | <input type="checkbox"/> Transmission |
| <input type="checkbox"/> Engine | <input type="checkbox"/> Rear End | <input type="checkbox"/> Trip Recorder |
| <input type="checkbox"/> Exhaust | <input type="checkbox"/> Reflectors | <input type="checkbox"/> Wheels and Rims |
| <input type="checkbox"/> Fifth Wheel | | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Fluid Levels | | <input type="checkbox"/> Windshield Wipers |
| <input type="checkbox"/> Frame and Assembly | | <input type="checkbox"/> Other |

TRAILER(S) NO.(S) _____

- | | | |
|--|---|--|
| <input type="checkbox"/> Brake Connections | <input type="checkbox"/> Hitch | <input type="checkbox"/> Suspension System |
| <input type="checkbox"/> Brakes | <input type="checkbox"/> Landing Gear | <input type="checkbox"/> Tarpaulin |
| <input type="checkbox"/> Coupling Devices | <input type="checkbox"/> Lights - All | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Coupling (King) Pin | <input type="checkbox"/> Reflectors/Reflective Tape | <input type="checkbox"/> Wheels and Rims |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Roof | <input type="checkbox"/> Other |

Remarks: _____

☐ CONDITION OF THE ABOVE VEHICLE IS SATISFACTORY

DRIVER'S SIGNATURE: _____

☐ ABOVE DEFECTS CORRECTED

☐ ABOVE DEFECTS NEED NOT BE CORRECTED FOR SAFE OPERATION OF VEHICLE

MECHANIC'S SIGNATURE: _____ DATE: _____

DRIVER'S SIGNATURE: _____ DATE: _____

ORIGINAL

IMMEDIATE CONTAMINATED MATERIALS INCIDENT NOTIFICATION

At the earliest practical moment after a spill/discharge occurs, the Emergency Coordinator or the Driver shall initiate contact with the USDOT/USEPA/USCG National Response Center by telephone at 1-800-424-8802 if the incident involves contaminated materials during transportation, unloading or storage and results in one or more of the following:

1. A person is killed
2. A person receives injuries requiring hospitalization
3. Estimated damage to carrier or other property exceeding \$50 000
4. A situation though it does not meet one of the criteria exists of such a nature that in the judgement of the carrier, it should be reported even though it does not meet one of the criteria listed above (e.g. a continuing danger to life exists at the scene)

In making the telephone report, the Emergency Coordinator, Driver or other authorized individual shall provide the following information to the extent possible:

1. Name of the REPORTER
2. The name and address of the transporter as follows:
 - Name address:
3. Telephone number where the REPORTER can be contacted
4. The location, date and time that the incident occurred
5. Identify the extent of injuries, if any
6. The classification, name and quantity of contaminated materials involved if such information is available. For each material involved in the incident, an attempt should be made to supply the following specific information:
 - a. Generator's name
 - b. Generator's EPA identification number
 - c. Proper DOT shipping name
7. A brief description of the type of incident and the nature of contaminated material involvement and whether a continuing danger to life exists at the scene

DETAILED CONTAMINATED MATERIALS INCIDENT REPORT

A written report, in duplicate on DOT Form F 5800.1, must be made within 15 days of discovery of an incident arising out of the transportation, loading, unloading or storage of contaminated materials as follows:

- a) As a follow-up to any such incident reported by telephone during the immediate notification process described previously.
- b) As a result of an unintentional release of contaminated materials from any packaging including a cargo tank.

CONTAMINATED SUBSTANCE DISCHARGE NOTIFICATION

A discharge of a contaminated substance into or upon navigable water must be reported to the USDOT/USEPA/USCG Coast Guard National Response Center at 1-800-424-8802 or 1-202-426-2675. (Note: Only spills of hazardous substance which equal or exceed the designated "Reported Quantity" are required to be reported.)

Reportable Quantity values may be found as an Appendix to 49 CFR 172.101

The notification should be made by the designated Emergency Coordinator or alternately the driver as soon as that person has knowledge of the spill or damage.

The discharge notification should include the same information as that which is provided to the USDOT National Response Center during the Federal immediate notification process outlined previously

J AROCAS SERVICES LLC

24 Cleveland St
Morristown, NJ 07960

Driver Training:

1-All drivers are trained in the proper pre-tripping of vehicles which includes,

- Check all tires
- Lights and signals
- Tailgate is secured

2-All drivers are made familiar with all FMSCA regulations pertaining to the transport and disposal of material provided by 49CFR Parts 383,390,390-399

3-All drivers are familiar with spill control plans.

4-All drivers are trained in the proper handling of the various types of waste to be transported included.

- Manifest system
- Handling procedures
- Safe vehicle operation

5-All drivers are familiar with the conditions of the solid waste transporter's permit.

NAME	LAST NAME	CDL
Aminta	Aroca	A7622 49468 04652
Luis	Arredondo	A7506 03966 53862

13. Vehicle Identification

On the form provided with this application, list **MAKE, MODEL, YEAR, SERIAL NUMBER, LICENSE PLATE NUMBER, STATE OF REGISTRATION, MANUFACTURER'S GVWR and OWNERSHIP** of all vehicles used for the transportation of solid waste. You must list both motorized and container units. (If you maintain a list of company vehicles in a computer database you may submit a print out of the vehicles provided it contains the information requested herein.)

NOTE: You must notify CAPS in writing of any changes to information contained within this application, such as additions or deletions of vehicles, in accordance with conditions of the issued permit.

☒ Vehicle List Attached

14. Vehicle Operator Information

Is a list of all vehicle operators attached? ☒ Yes

What tax form do you submit to the IRS for your vehicle operators?

☒ Form W-2

☐ Form 1099-Misc

☐ Other

15. Environmental Record

List all criminal citations, arrests, convictions, civil or administrative violations, and civil or administrative enforcement actions, and the disposition(s) thereof for the violation or alleged violation of any environmental statute, regulation, permit, license, approval, or order, regardless of the state in which it occurred. Indicate whether it was a local, state, or federal violation or alleged violation. List all such items for the applicant, and if the applicant is other than an individual, for any employee while employed by the applicant, or any partner, officer, or director of the applicant as an individual or for any former business of such partner, officer, or director. For civil or administrative violations or alleged violations, list all such items for the last five (5) years from the date of the application. Information submitted under this section is subject to verification. **Failure to submit complete and accurate information may lead to permit denial or revocation.**

☐ Attachment _____

☒ No violations within the specified time period

16. Certification

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attachments and that, upon personal knowledge and information, the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information.

**Signature Aminata F Aroeg Date 05/07/2025

Print Name Aminata F Aroeg Title Owner

****A legal owner or corporate officer must sign the application****

Use this form, or other format which provides the same information, to answer the VEHICLE IDENTIFICATION requirement of the application. List all vehicles, both motorized and container (if a license plate is required on the container) to be used to haul solid waste in the state of Delaware. In addition, list the vehicle owner, owner's address, and domicile address if different from the company address provided in the application.

[illegible]

J AROCAS SERVICES LLC

COMPANY DRIVER POLICY

Safe Driving Performance Expectations

- Seat belts must be used while driving.
- Keys must never be left in the vehicle. Spare keys are to be kept in the office or at your home.
- Drivers are responsible for the security of vehicles and cargo.
- Always lock an unattended vehicle.
- Observe posted speed limits and rules of the road.
- Maintain company vehicles in accordance with our company policy and specifications. You will be responsible for damage to company vehicles resulting from reckless or abusive handling or operation.
- Be courteous to other drivers and pedestrians. Observation reports may be utilized to identify your driving habits and will be used in your evaluation.
- Do not use controlled substances or alcohol prior to or when operating a motor vehicle. Be aware of possible adverse effects of prescription drugs and do not operate a motor vehicle when ability is impaired.
- Only the assigned driver or other company personnel engaged in the course of their employment are permitted to drive company vehicles.
- Keep windows clean inside and out to reduce glare.
- Remove snow accumulation prior to driving. Removal includes snow from on top of the vehicle and all windows and lights, so visibility is maximized.
- Maintain 4 seconds of following distance between your vehicle and other vehicles (passenger vehicles), 5 to 8 seconds in heavy/long combination vehicles and move slightly slower than the flow of traffic in heavy traffic.
- Maintain awareness of what is in front of your vehicle, on both sides and behind it to reduce the need for sudden stops or quick lane changes which can make it more likely other vehicles will strike your vehicle.
- Do not drive when fatigued and plan trips to avoid fatigue.

Driver Signature

DRIVING AND TRAFFIC VIOLATION POLICY

We deeply value the safety well-being of all employees. Due to the risk of motor vehicle accidents resulting from traffic congestion, unsafe driving habits, road conditions and distraction, **J AROCAS SERVICES LLC** has instituted a safety driving policy and rules. This safety policy applies to all employees who operate a motor vehicle on company business and/or company time, whether operating a company vehicle or personal vehicle.

Safety Rules

1. Inspect vehicles prior to use to ensure that they are in safe operating condition.

a) If a vehicle does not pass inspection, immediately notify company staff.

b) Vehicles are not to be operated unless in a safe operating condition.

2. Drivers must be physically and mentally able to drive safely. Fatigue, medications, and physical injuries can affect an employee's ability to safely operate a vehicle.

3. Drivers must conform to all traffic laws and make allowances for adverse weather and traffic conditions. Speeding and aggressive behavior will not be tolerated.

4. Seat belts must be worn whenever a vehicle is in motion. **J AROCAS SERVICES LLC** recognizes that seat belts are extremely effective in preventing injuries and loss of life. It is a simple fact that wearing your seat belt can reduce your risk of dying in a traffic crash by as much as 60 percent in a truck. We care about our employees and want to make sure that no one is injured or killed in a tragedy that could have been prevented using seat belts.

Therefore, all employees of **J AROCAS SERVICES LLC** must wear seat belts when operating a company-owned vehicle, or any vehicle on company premises or on company business.

5. Cell phone usage, including texting, is prohibited while driving for company purposes.

6. Use of radar detectors is forbidden in all vehicles owned or used by the company.

7. Hitchhikers and passengers other than company employees are not permitted.

8. Cargo should be secured, and all doors should be locked, both when the vehicle is on route and when it is parked.

9. Respect the rights of other drivers and pedestrians.

10. Drivers may not be under the influence of drugs or alcohol while operating a vehicle for company purposes.

11. All traffic violations, whether on company or personal time, must be reported to the manager within 24 hours or by the next business day. CDL drivers will also be required to complete a violation review form.

12. **J AROCAS SERVICES LLC** will review motor vehicle reports annually.

13. If an employee has a change in license status, including a renewal, he or she must give a copy of his or her new license to the supervisor for the employee's file.

14. Employees are responsible for maintaining a valid driver's license.

Safety Rules Enforcement

Employees will be subject to disciplinary action up to and including termination for violating any of the above rules.

Accidents

Any employee who is involved in an accident while driving for company purposes will be required to complete an accident report on the same day to (ev.iew the information to make sure it is complete. The employee must go for his or her post-accident drug and alcohol analysis at one of our designated facilities. The employee may also be required to discuss the accident with Human Resources or the safety manager.

Management will review all accidents and determine whether they were preventable or non-preventable. A preventable accident is defined as an accident in which the driver failed to do everything reasonably possible to prevent it from occurring

Motor Vehicle Report (MVR):Standards

MVRs will be checked annually for all employees who may be required to drive for company purposes. The MVR will be reviewed to ascertain whether the employee holds a valid license and whether his or her driving record is within the parameters set by the company.

Drivers will be disqualified from driving vehicles for company purposes for any of the following reasons:

1. More, than one violation for driving under the influence of alcohol or a controlled substance will result in permanent suspension of driving privileges at **J AROCAS SERVICES LLC**.

2. Any criminal conviction that involves a motor vehicle (e.g., a felony, hit and run, negligent homicide) in the previous five years.

3. Any of the following violation incurred in the previous three years:

a Any combination of more than three moving violations (any violation resulting in an at-fault auto accident automatically counts as two violations)

b. Any violation less than three years old for an alcohol- or controlled substance-related driving offense

c. Refusing to take a breathalyzer test

d. Careless or reckless driving that results in injury to persons or property

e . Passing a stopped school bus.

f. Leaving the scene of an accident without stopping to file a report

g. Racing

4. Any combination of more than two moving violations and/or at-fault accidents in the past 12 months

This form is an example only. Requirements for the annual driver's certification of violations can be found in [49 CFR 391.27](#).

ANNUAL DRIVER'S CERTIFICATION OF VIOLATIONS

MOTOR CARRIER INSTRUCTIONS: Each motor carrier must at least once every 12 months, require each driver to prepare a list of all violations of motor vehicle traffic laws and ordinances (other than violations involving only parking) of which the driver has been convicted, or of which he/she has forfeited bond or collateral during the preceding 12 months (49 CFR 391.27). Drivers who have provided information required by 49 CFR 383.31 need not repeat that information on this form.

DRIVER REQUIREMENTS: Each driver will provide the list as required by the motor carrier above. If the driver has not been convicted of, or forfeited bond or collateral on account of, any violation which must be listed, he/she shall so certify (49 CFR 391.27).

COMPLETED BY DRIVER - CERTIFICATION OF VIOLATIONS

DRIVER NAME: LAST, FIRST, MI

SOCIAL SECURITY NUMBER

DATE OF EMPLOYMENT

HOME TERMINAL (CITY AND STATE)

DRIVER'S LICENSE NUMBER

STATE

EXPIRATION DATE

I certify that the following is a true and complete list of traffic violations required to be listed (other than those I have provided under 49 CFR 383) for which I have been convicted or forfeited bond or collateral during the past 12 months.

☐ Check this box if you have had no violations in the past 12 months.

DATE	OFFENSE	LOCATION	TYPE OF VEHICLE OPERATED

If no violations are listed above, I certify that I have not been convicted or forfeited bond or collateral on account of any violation required to be listed during the past 12 months.

DATE

DRIVER'S SIGNATURE

MOTOR CARRIER NAME

MOTOR CARRIER ADDRESS

REVIEWER PRINTED NAME

REVIEWER SIGNATURE

TITLE

DATE

POLICY DRIVER RECEIPT

I acknowledge receipt of the **J AROCAS SERVICES LLC** Driving & Traffic Violation Policy.

I have read, understand, and agree to the terms set forth in this Driving and Traffic Violation policy .

Date

Employee Signature

Disclaimer: This policy is intended for reference purposes only; please consult all applicable state and local laws or statutes prior to implementation.

Safety and compliance (Drivers responsibilities)

Due to recent DOT violations and a severe impact on Safety Rating, **J AROCAS SERVICES LLC** is putting into effect company fines for any violations due to driver negligence. Fines will reflect on any violations on Driver Vehicle Inspection Report. Fines could range from \$25 and up to \$300 (depending on the severity of the violation). Will not tolerate any driver that is not performing his duties in a safe and professional manner.

If a driver is fined, it will be deducted from the following week payroll, NO EXCEPTIONS. If a driver gets another violation after he was already fined from a previous violation, driver will be terminated immediately. If a driver is involved in an accident, and it is proved to be the driver's fault, driver will be terminated.

Also, a monthly safety bonus will be rewarded every month for drivers who perform their duties in a safe and professional manner. Meaning, maintaining their trucks clean, reporting any repairs needed and makes sure it's repaired. Have proper equipment, such as hard hat, safety shoes, and vest at all times. No violations that month.

Every day, a proper PRE-TRIP is required and MANDATORY. Pre-Trip inspections includes the following: Make sure all lights are working (headlights, turn signals, overhead lights, license plate light, etc.), make sure tires are properly inflated and in good condition. Wipers are in working order. Horn works. Windshield is clean and clear. License plate is clean of any dirt and is visible. Make sure your fire extinguisher is charged and secured. This takes 5 minutes to do, this is mandatory, failure to comply will result in termination.

Let's all work together and make a difference in bringing our Safe Score down. If any questions, please do not hesitate to come and talk to me.

Date

Employee Signature

Disclaimer: This policy is intended for reference purposes only; please consult all applicable state and local laws or statutes prior to implementation.

Mandatory Safety Gear Policy

Attention ALL Drivers of **J AROCAS SERVICES LLC**.

You must come to work prepared, and be dressed accordingly. If our clients find that our Drivers are careless, this will decrease better runs for all of you. It is mandatory to

wear your safety gear at all times while you are operating our trucks!

You are the faces of our company, and you must respect it by wearing your safety gear every day.

It is mandatory for ALL of you to wear the following upon entering your truck:

- Reflective Safety Vest
- Hard Hat
- Safety Goggles
- Steel Toe Boots
- Pants (no shorts allowed)
- Long Sleeve Shirt
- Bluetooth
- Shovel (for snow)

Date

Employee Signature

Disclaimer: This policy is intended for reference purposes only; please consult all applicable state and local laws or statutes prior to implementation.

Davis, DaQuan (DNREC)

From: AMINTA AROCAS <jaarocasservicesllc@gmail.com>
Sent: Wednesday, May 21, 2025 11:52 AM
To: WHStranporters
Subject: DNREC Notice- Incomplete DE Solid Waste Transporter Permit Application (DE-SW-2134)
Attachments: Agreement.pdf

Good morning,

I hope this email finds you well.

As per your request please see attached equipment lease agreement.

If additional information is required please do not hesitate to contact me.

Thank you in advance!

LEASE PAYMENTS: You agree to remit, promptly when requested, the Lease Payments (and all sales, use, rental, gross receipts, excise, ad valorem, personal property, or any other taxes imposed on the Vehicle(s) or the Lease and use of the Vehicle(s) and as well as any estimates thereof) promptly when requested) as described above and on a monthly basis after delivery. Due dates for such monthly payments will commence after delivery and will be communicated to you on or about the time of delivery in the form of a Lease Commencement Letter. Taking delivery or making payment will constitute your agreement to those monthly due dates. Property tax is not included above because it is not yet known. You are responsible for payment of all property tax when billed.

COST OF LEASE: Total Fixed Cost of Lease is **\$225,963.00**. This amount is the sum of (a) the total of all payments required at the beginning of the Lease,; (b) the total of all Monthly Payments for the Lease term,; and (c) the amount of any costs and charges due at the end of the scheduled Lease term (not including any EXCESS WEAR CHARGES or EXCESS MILEAGE CHARGES that may be assessed). The refundable Security Deposit (if any) and any insurance costs are not included in the Total Fixed Cost of Lease. Total Cost of Lease **\$226,114.00**. This amount is the sum of items (a) through (c) above and the Purchase Option Price.

REQUIRED INSURANCE: You must procure Combined Single Limit insurance coverage specifically naming Intek Auto Leasing, Inc., and its Assigns as an Additional Insured(s) for an amount equal to or greater than the limit required of you by the Federal Department of Transportation ("DOT") [or the governing State Department of Transportation (if the Lessee is not subject to regulation under the DOT)] or \$1,000,000, whichever is greater. This insurance must include contractual liability coverage, and it must be primary and non-contributory to any other insurance we maintain. You must procure Physical Damage insurance coverage (Comprehensive and Collision) with a maximum deductible of \$1,000.00 and in an amount equal to the acquisition cost paid to seller by Lessor (including any deposits or trades applied) or replacement value, whichever is greater. Intek Auto Leasing, Inc., and its Assigns, must be named as Additional Insured and Loss Payee entitled to Notice of Cancellation.

PURCHASE OPTION: In accordance with Paragraphs 14 and 15 of the Master Vehicle Lease Agreement, you may purchase the Vehicle(s) at the end of the Lease Term for the Purchase Option Price of **\$1.00** if you are not in default, and there are no late payments, unpaid tickets, tolls, fines, or other amounts still owed. Upon receipt of the Purchase Option Price and **\$150** transfer fee, we will transfer all our rights, the title, and the interest in the Vehicle(s) to you AS-IS, WHERE-IS, AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER. If you are not in default during the Lease Term, and have made at least the first **12 regular monthly payments** as scheduled, you may purchase the Vehicle(s) for the Payoff Balance in accordance with the Master Lease terms.

GAP WAIVER ADDENDUM: ☐ If this box is checked, you have the right to purchase a waiver of the difference between the outstanding balance of the Lease on the date of loss, and the Actual Cash Value of the Vehicle(s) listed on this Schedule based on the Primary Insurance Carrier's reasonable determination, if lower, for the amount referenced above ("Gap Charge"). This coverage will not apply to any other vehicle(s), and will be bound by the terms of the associated Gap Waiver Addendum upon execution.

IF YOU, YOUR GUARANTOR OR ANY OF YOUR AFFILIATES DEFAULT UNDER ANY AGREEMENT WITH US, YOU ARE IN DEFAULT UNDER ALL LEASES AND ALL AGREEMENTS WITH US; WE MAY REPOSSESS THE VEHICLE(S) DESCRIBED ABOVE AND IN ANY LEASE, SCHEDULE, OR OTHER FINANCE AGREEMENT AND REPOSSESS ANY EQUIPMENT UNDER ANY MASTER EQUIPMENT LEASE AGREEMENT, EQUIPMENT SCHEDULE, OR OTHER FINANCE AGREEMENT.

SIGNATURE

BY SIGNING BELOW, YOU SWEAR THAT YOU HAVE ALL POWER AND AUTHORITY NECESSARY TO BIND THE COMPANY LISTED BELOW TO THE TERMS OF THIS SCHEDULE AND THE LEASE, INCLUDING ANY AND ALL NECESSARY CORPORATE BOARD OF DIRECTORS OR MANAGEMENT RESOLUTIONS FOR THE ENTITY IDENTIFIED.


Electronic Signature If you are signing this Schedule electronically, by your electronic signature, you are executing this Schedule and acknowledging that you have read and agreed to all provisions of the Schedule. Your electronic signature binds you to the terms of this Schedule, and any paper printout or copy of the electronically executed Schedule created by the Lessor may be used as evidence of the obligations of the parties.

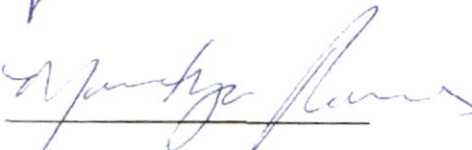
Lessee: **J. Aroca's Services LLC**

Lessor: **Intek Auto Leasing, Inc.**

X 

By: 

X 

Witness: 



AMENDMENT AND RESTATEMENT AGREEMENT

1. The undersigned are parties, as "Lessor" and "Lessee" to the following agreement(s)

Master Lease Agreement No. **6005047** dated **06/09/2021** (the "Master Lease")

Lease Schedule No. **12616** to and incorporating the Master Lease (together with all other Lease Schedules listed below, if any, the "Leases" any individual such Lease Schedules being herein called a "Lease")

2. Despite their names and references therein, the Lease(s) is or are financings secured by the Equipment (as defined therein), commonly called "lease(s) intended as security."
3. The undersigned parties want to amend and restate the Master Lease and each Lease to reflect more clearly their intention to act as Lender and Borrower, as shown below, and to that end have or will execute one or more of the following as amendments and restatements of the Master Lease and Leases:

Master Equipment Finance Agreement dated 12/5/2024, amending and restating the Master Lease

EFA Schedule No. **12616-E** amending and restating Lease Schedule No. **12616**

4. For avoidance of doubt as to their mutual intention and the economic substance of the transactions contemplated hereby, the parties agree that neither ownership of the Equipment nor the legal, tax or accounting characterization of any payment under any Lease is changed by the transactions contemplated hereby, which merely change the verbiage of their agreements but preserves the economic substance each agreement.

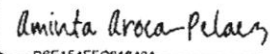
Lender: **Intek AUTO LEASING, INC.**

By: 
 06F94C0508F648B

Title: VP

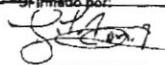
Date Signed: 12/5/2024

Borrower: **J. Arco's Services LLC**

By: 
 D8E164FFC81840A

Title:

Date Signed: 12/5/2024

By: 
 0690C6B8E028460

Title:

Date Signed: 12/5/2024



EQUIPMENT FINANCE SCHEDULE ("Schedule")

Schedule Date: 12/5/2024
Schedule Number: 12616-E

Master EFA Number: 8005047

Borrower: J. Aroca's Services LLC
24 Cleveland Street FL 1
Morristown, NJ 07960

Lender: Intek Auto Leasing, Inc.
152 Eagle Rock Ave
Roseland, NJ 07068

This is a Schedule together with the terms and conditions of the Master Equipment Finance Agreement between the Borrower identified above and Lender, as such Master EFA is identified in Lender's internal books and records and identified above. All capitalized terms not herein defined shall have the meaning set forth in said Master EFA and all terms and conditions of the Master EFA are incorporated herein and shall remain in full force and effect except to the extent modified by this Schedule. Such modifications apply only for the Agreement created hereby. Borrower and Lender agree that this Schedule and the Master EFA as incorporated into this Schedule constitute a separate and distinct "Agreement" under the Master EFA and if any provision in this Schedule conflicts with a provision in the Master EFA, the provision in this Schedule shall control. Borrower hereby reaffirms on and as of the date hereof all terms, covenants representations and warranties contained in the Master EFA.

If additional space is needed please refer to an Equipment Schedule attached hereto as Exhibit A.

2020 - Kenworth - T880 - 1NK1X4TX2LJ421280
2018 - Kenworth - T880 - 1NKZX4TX9JJ222260

Primary Location Vehicle/Equipment Stored: _____

By initialing in the box to the right, Borrower agrees that all equipment information above is accurate and complete in all respects and that all accessions and attachments are part of the Collateral and subject to Lender's security interests. Borrower is responsible for Lender's costs of an financing statements which Lender may determine are necessary. X _____
Initials

AGREEMENT TERMS AND PAYMENT:

\$146,110.00 Acquisition Cost
- Tax Financed
- Less Down Payment
\$146,110.00 Total Financed Amount
12/15/2024 First Payment Due Date

\$3,845.00 Monthly Payment
38 Term of Agreement (Months)
0 Advance Payments
38 Remaining Payments

DUE ON DELIVERY:

- Down Payment
- Trade-in Allowance
- Advanced Payment(s)
- Security Deposit
- Acquisition Fee
- Registration Fees (if known)
- UCC Filing Fee
- GAP Fee (If applicable)
- Title & Tracking Services
- Other
- Total Due on Delivery

PROMISE TO PAY: FOR VALUE RECEIVED, Borrower promises to pay to Lender at such address as may be designated from time to time by Lender, payments as follows: On the First Payment Due Date following the date of this Agreement and on the same day of each month thereafter during the Term of this Agreement, Borrower shall pay to Lender the Monthly Payment. If not earlier demanded pursuant to the Agreement, Borrower shall pay Lender the Balloon Payment plus any outstanding Obligations hereunder on the last day of the Term. Any Advance Payment, if any, shall be applied to the first and last Monthly Payment. Borrower acknowledges and agrees that Lender may insert the First Payment Due Date, provided that such date shall not be earlier than the date Lender advances any sums of the Total Financed Amount. Upon the Borrower's full satisfaction of all Obligations under this Agreement, the original certificates of title (if applicable) shall be provided to the Borrower with proper discharge notations of Lender's lien interest. As a condition precedent thereto, Borrower shall pay Lender a processing fee of \$150.00 for the same.

ACCEPTANCE: As of the date of this Schedule, Borrower represents that the Equipment has been received, inspected and if applicable, installed to Borrower's satisfaction and is complete, operational and in good condition and working order and satisfactory in all respects and conforms to all specifications of Borrower. Borrower hereby accepts the Equipment, acknowledges that funds have been or will be advanced to or for the account of Borrower in reliance upon this statement. Borrower further acknowledges that this Agreement is NON-CANCELLABLE, ABSOLUTE AND IRREVOCABLE. Borrower hereby authorizes Lender to advance the Total Financed Amount for borrower's use on the equipment in reliance

on this statement. Borrower certifies that no Event of Default or event that with notice of lapse of time would become a Default currently exists.

REQUIRED INSURANCE: Borrower agrees as follows: **FOR VEHICLES:** Borrower must procure Combined Single Limit insurance coverage specifically naming Intek Auto Leasing, Inc., and its successors and/or assigns as an Additional Insured(s) for an amount equal to or greater than the limit required of you by the Federal Department of Transportation ("DOT") [or the governing State Department of Transportation (if the Lessee is not subject to regulation under the DOT)] or \$1,500,000.00, whichever is greater. This insurance must include contractual liability coverage, and it must be primary and non-contributory to any other insurance we maintain. You must procure Physical Damage insurance coverage (Comprehensive and Collision) with a maximum deductible of \$2,500.00 and in an amount equal to the Total Financed Amount or replacement value, whichever is greater. Intek Auto Leasing, Inc., and its successors and/or assigns, must be named as Additional Insured and Loss Payee entitled to Notice of Cancellation. **FOR EQUIPMENT:** Borrower must procure Physical Damage insurance coverage (Comprehensive and Collision) with a maximum deductible of \$2,500.00 and in an amount equal to the Total Financed Amount or replacement value, whichever is greater. Intek Auto Leasing, Inc., and its successors and/or assigns, must be named as Additional Insured and Loss Payee entitled to Notice of Cancellation. If a separate liability policy is not specified, Borrower will add Intek Auto Leasing Inc. as Additional Insured on your general liability policy.

MILEAGE LIMITATION: With respect to Vehicles only, there is a annual mileage limit of 25,000 miles. Borrower will responsible for any mileage in excess of such annual mileage limit (or such pro-rated portion for a partial year) at a rate of \$0.18 per mile.

MISCELLANEOUS: Except as stated in the Master EFA, Borrower acknowledges and agrees that Borrower has no right to prepay this Agreement except as a result of Borrower's payment of the Casualty Value upon an Event of Loss. Upon execution hereof, Borrower further agrees to pay the Total Due on Delivery to Lender. BY EXECUTION HEREOF, BORROWER ACKNOWLEDGES THAT BORROWER AGREES THAT THIS SCHEDULE AND ALL OTHER DOCUMENTS EXECUTED IN CONNECTION THEREWITH ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN BORROWER AND LENDER AND THIS AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS AND COMMUNICATIONS, WHETHER ORAL OR WRITTEN, BETWEEN BORROWER AND LENDER REGARDING THE SUBJECT MATTER HEREOF.

GAP WAIVER ADDENDUM: ☐ If this box is checked, you have the right to purchase a waiver of the difference between the outstanding balance of the Lease on the date of loss, and the Actual Cash Value of the Vehicle(s) listed on this Schedule based on the Primary Insurance Carrier's reasonable determination, if lower, for the amount referenced above ("Gap Charge"). This coverage will not apply to any other vehicle(s), and will be bound by the terms of the associated Gap Waiver Addendum upon execution.

IF YOU, YOUR GUARANTOR OR ANY OF YOUR AFFILIATES DEFAULT UNDER ANY AGREEMENT WITH US, YOU ARE IN DEFAULT UNDER ALL AGREEMENTS WITH US; WE MAY REPOSSESS THE VEHICLE(S) OR EQUIPMENT DESCRIBED ABOVE AND IN ANY LEASE, SCHEDULE, OR OTHER FINANCE AGREEMENT.

SIGNATURE

BY SIGNING BELOW, YOU SWEAR THAT YOU HAVE ALL POWER AND AUTHORITY NECESSARY TO BIND THE COMPANY LISTED BELOW TO THE TERMS OF THIS SCHEDULE AND THE EFA, INCLUDING ANY AND ALL NECESSARY CORPORATE BOARD OF DIRECTORS OR MANAGEMENT RESOLUTIONS FOR THE ENTITY IDENTIFIED.

Facsimile or Digital Signature: If you are transmitting your signature to this Schedule by facsimile or electronic transmission, such as PDF files or DocuSign or other similar digital signature technology, (i) a facsimile or a PDF copy of your signature or a digital signature transmitted to Lender shall constitute an acknowledgement that you have read and agreed to all provisions hereof and shall bind you to the terms of this Agreement as authentic original signatures for purposes of enforcement thereof, as further stated in Section 16(c) of the Master EFA, (ii) only the counterpart of this Schedule that bears Lender's manually applied signature and is marked "Sole Original" by Lender shall constitute the sole original counterpart of this Schedule, and (iii) you shall not transfer, assign, and/or surrender the possession or control the original "wet ink" counterpart of this Schedule or any facsimile or PDF copy hereof or any counterpart signed via digital signature. To be acceptable, a digital signature platform must be based on secure cryptographic technology, which creates a unique, "digital certificate" for a signer and guarantees the authenticity of a digital signature. You may not sign this Schedule by a typed notation such as "/s/ John Smith" or an email signature block.

Borrower: **J. Aroca's Services LLC**

Lender: **Intek Auto Leasing, Inc.**

DocuSigned by:

Aminta Aroca-Pelaez

00E154FFC01040A...

Firmado por:

[Signature]

9590C593C028450...

By: *[Signature]*

Witness: _____

Certificate Of Completion

Envelope Id: 66F95DF0532D4B5F9302412A263800D5

Subject: Complete with Docusign: EFA Conversion

Lessee Name:

Lease Number:

Funding Bank Name:

Vault With eOriginal: No

VIN Number:

Source Envelope:

Document Pages: 12

Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:

Ena Meireles

152 Eagle Rock Ave.

Roseland, NJ 07068

ema@intekleasing.com

IP Address: 96.242.83.21

Record Tracking

Status: Original

12/5/2024 4:16:35 PM

Holder: Ena Meireles

ema@intekleasing.com

Location: DocuSign

Signer Events

Aminta Aroca-Pelaez

j.arocas.services.llc@gmail.com

Owner

J arocas services llc

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

Aminta Aroca-Pelaez
D8E154FFC81840A

Signature Adoption: Pre-selected Style

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Signed using mobile

Timestamp

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Signed: 12/5/2024 4:29:01 PM

Electronic Record and Signature Disclosure:

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Luis Arredondo

herney0415@live.com.ar

Security Level: Email, Account Authentication
(None)

Firmado por:

9590C5B3C02B450

Signature Adoption: Drawn on Device

Using IP Address: 172.59.211.23

Signed using mobile

Sent: 12/5/2024 4:29:04 PM

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Signed: 12/5/2024 4:34:41 PM

Electronic Record and Signature Disclosure:

Accepted: 12/5/2024 4:31:27 PM

ID: 0fa3b0e1-6a32-4253-a3cb-5ae0666671af

Adam Reitman

adam@intekleasing.com

VP

Intek Auto Leasing, Inc.

Security Level: Email, Account Authentication
(None)

DocuSigned by:

60F91C9506F545B

Signature Adoption: Uploaded Signature Image

Using IP Address: 96.242.83.21

Signed using mobile

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Viewed: 12/5/2024 4:36:09 PM

Signed: 12/5/2024 4:36:31 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events**Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events**

Ema Meireles

ema@intekleasing.com

Lease Coordinator

Intek Auto Leasing, Inc.

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**Status****COPIED****Timestamp**

Sent: 12/5/2024 4:36:33 PM

Maritza Ramos

maritza@intekleasing.com

Intek Auto Leasing, Inc.

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**COPIED**

Sent: 12/5/2024 4:36:34 PM

Justin Reitman

Justin@intekleasing.com

Intek Auto Leasing, Inc.

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**COPIED**

Sent: 12/5/2024 4:36:35 PM

David DaSilva

david@intekleasing.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**COPIED**

Sent: 12/5/2024 4:36:36 PM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

12/5/2024 4:22:46 PM

Envelope Updated

Security Checked

12/5/2024 4:35:34 PM

Certified Delivered

Security Checked

12/5/2024 4:36:09 PM

Signing Complete

Security Checked

12/5/2024 4:36:31 PM

Completed

Security Checked

12/5/2024 4:36:36 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**



152 Eagle Rock Ave, Roseland, NJ 07068
P: (973) 403-7788 F: (973) 403-3232
www.intekleasing.com



8005047



EFAM1-v01

MASTER EQUIPMENT FINANCE AGREEMENT

Master EFA Date: 12/5/2024

Master EFA Number: 8005047

Borrower: J. Aroca's Services LLC
24 Cleveland Street FL 1
Morristown, NJ 07960

Lender: Intek Auto Leasing, Inc.
152 Eagle Rock Ave
Roseland, NJ 07068

INDEX TO THE SECTIONS OF THIS MASTER EFA

- | | | |
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| 2. Payments | 8. Risk of Loss | 14. Representations; Warranties; Covenants |
| 3. Security Interest | 9. Required Insurance | 15. POA; Further Assurances |
| 4. Security Deposit | 10. Negative Covenants | 16. General Terms |
| 5. Selection; Disclaimer of Warranties | 11. Events of Default | 17. Cellular Phones; Email |
| 6. Use and Maintenance | 12. Rights and Remedies upon Default | 18. Law; Venue; Jury Waiver |

The section headings are convenience of reference only and do not alter the text used in such sections

1. DEFINITIONS:

Defined terms used herein unless otherwise defined shall have the respective meaning as set forth below.

a. "Actions" means all claims, allegations, demands, suits, actions, and legal proceedings incurred incident to, arising out of, or in any way connected with, any Agreement, any Equipment, or the transactions contemplated hereby, whether civil, criminal, administrative, investigative or otherwise, including arbitration, mediation, bankruptcy and appeal and including any claims, demands, suits and legal proceedings arising out of (i) the actual or alleged manufacture, purchase, financing, ownership, delivery, rejection, non-delivery, possession, use, transportation, storage, operation, maintenance, repair, return or other disposition of the Equipment; (ii) the existence of latent and other defects (whether or not discoverable by Borrower or Lender); (iii) patent, trademark or copyright infringement; or (iv) any alleged or actual default by Borrower.

b. "Affiliate" means any person or entity which directly or indirectly through one or more intermediaries, controls, or is controlled by or under common control with such person or entity where the term "control" means the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract, or otherwise.

c. "Agreement" means each Schedule and this Master EFA as incorporated therein.

d. "Attorney's Fees" shall mean and include any and all attorneys' fees incurred by Lender (whether by its use of in-house counsel or otherwise) incident to, arising out of or in any way connected with Lender's interests in or defense of any Claim or Lender's enforcement of its rights and interests under each Agreement, including attorneys' fees incurred by Lender to collect sums due, during any work-out, with respect to settlement negotiations, or in any bankruptcy proceeding (including attorneys' fees incurred in connection with any motion for relief from the automatic stay and any motion to assume or reject any Agreement, provided that Borrower and Lender agree that Attorney Fee's shall be no less than 33% of the Obligations owed by Borrower at any applicable time).

e. "Casualty Value" means the following sum under the applicable Agreement: (i) any accrued and unpaid Payments or other amounts due as of the date of payment; (ii) the present value of all future Payments or other amounts due discounted to present value using the Nonfulfillment Allowance; plus (iii) any other amounts for Lender to realize the benefit of Lender's bargain

f. "Claims" means all Actions and all Losses.

g. "Collateral" means (i) all of the Equipment and Vehicles financed pursuant to the applicable Schedule and every other Schedule and all equipment, inventory, accessories, parts, attachments, improvements, accessions, replacements, substitutions, additions and proceeds (including any insurance proceeds) thereof; (ii) all Accounts, Chattel

Paper, General Intangibles, Payment Intangibles, leases, subleases, security deposits or other cash deposits and proceeds relating to any Equipment or Vehicles financed pursuant to such Agreement or any other Schedules; (iii) all other collateral as to which a security interest has been or is hereinafter granted by Borrower to Lender or to any Affiliate of Lender in connection with any agreement, lease, loan, or credit agreement or other contract for money borrowed or the lease of real or personal property and (iv) all proceeds, including insurance proceeds of the foregoing.

h. "Default Amount" means the Casualty Value plus all costs and expenses incurred by Lender in any repossession, transportation, recovery, storage, refurbishing, advertising, repair, sale, lease, or other disposition of the Equipment or Lender's enforcement of its rights hereunder, including Attorneys' Fees and any brokers' or similar fees or any other fees, costs or expenses resulting from the Event of Default and all other amounts due hereunder, including indemnity payments.

i. "Equipment" means the items of personal property described on each Schedule, including without limitation all Equipment, Inventory, Vehicles and Goods financed by Lender and all parts, accessories, accession, replacements and improvements thereto.

j. "Environmental Laws" means, collectively, all applicable federal, state, or local laws, including any plans, rules, regulations now or hereafter in effect relating to hazardous materials or relating to the protection of human health and the environment.

k. "Event of Loss" means the risk of loss, theft, damage to or destruction of the Equipment (including any condemnation, seizure, or requisition of title or use from any cause whatsoever).

l. "Hazardous Materials" means any explosives, wastes, or substances that are "hazardous wastes," "hazardous substances," "toxic substances," "radioactive materials," or other similar designations in, or otherwise subject to regulation under Environmental Laws.

m. "Item" means, individually, each item of Equipment.

n. "Lien" means any mortgage, pledge, security interest, hypothecation, assignment, encumbrance, lien (statutory or other, including tax and materialmen's liens), privilege, or preference, priority, or other security agreement or preferential arrangement, charge, or encumbrance of any kind or nature whatsoever.

o. "Losses" means all penalties, losses, liabilities (including the liability of Borrower or Lender for negligence, tort and strict liability), damages, costs, Vehicle Charges and all other sums paid by Lender on behalf of Borrower, court costs, harms, judgments and any and all other expenses (including Attorneys' Fees, judgments and amounts paid in settlement and other legal and non-legal expenses incurred investigating or defending any Action) incurred incident to, arising out of or in any way connected with any of the foregoing, any Agreement, any Equipment, or any other instrument, document or agreement executed in connection with or contemplated by any of the foregoing.

DS
ll

Initial
[Signature]

p. "Master EFA" means this Master Equipment Finance Agreement as amended.

q. "Nonfulfillment Allowance" means the lowest of the following: (i) the rate set forth for the Treasury Constant Maturities having the closest term to (but not longer than) the term of the applicable Agreement, as set forth in the Federal Reserve Board H.15 Release (Selected Interest Rates) as of the date Lender advances any portion of the funds applicable to such Schedule; or (ii) the rate set forth for the Treasury Constant Maturities having the closest term to (but not longer than) the remaining term of the applicable Schedule, as set forth in the Federal Reserve Board H.15 Release (Selected Interest Rates) as of the date of calculation applicable to such Schedule.

r. "Payments" means the periodic payments and all other amount amounts required to be paid by Borrower to Lender under an Agreement.

s. "Obligations" means each and every debt, liability and obligation, including obligations of performance, of every type and description Borrower may now or at anytime hereafter owe to Lender and any Affiliate of Lender whether under this Master EFA or under any Other Agreement, regardless of how such Obligation arises or by what agreement or instrument it may be evidenced, whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, joint and several, and all costs and expenses incurred by Lender to obtain, preserve, perfect and enforce the security interest granted herein and to maintain, preserve and collect the property subject to the security interest, including but not limited to all Attorney's Fees and expenses of Lender to enforce any Obligations whether or not by litigation.

t. "Other Agreement" means any contract, loan, lease, instrument or any other agreement for the borrowing of money with Lender or any Affiliate of Lender, including without limitation any factoring agreement, loan agreement, note, or agreement for any extension of credit.

u. "Payoff Balance" means an amount determined by Lender in Lender's sole discretion and based on Lender's estimate with respect to an Agreement (i) all Payments then owed; (ii) the sum of all future Payments for the term of such Agreement; (iii) any additional amounts required to be paid by Borrower under the terms of an Agreement.

v. "Required Insurance" means the insurance required to be maintained by Borrower at all times during the term of each Agreement.

w. "Schedule" means each equipment finance schedule incorporating the terms of this Master EFA.

x. "Security Deposit" means a security deposit as required by Lender, if any, shall be specified in a Schedule.

y. "Supplier" means any supplier, manufacturer or other person or entity from whom the Equipment is purchased.

z. "Total Loss" means an Event of Loss which, as reasonably determined by Lender, either: (i) the actual or constructive total loss of any item of Equipment, (ii) the loss, theft or destruction of any item, or damage to any item of Equipment that is uneconomical to repair or renders it unfit for normal use for any reason, or (iii) the condemnation or other taking of title to or use of any item of Equipment or the imposition of any lien thereon by any governmental authority.

aa. "Vehicle" means items of Equipment consisting of motor vehicles, trailers, tractor/car carrier and other similar Equipment required to be titled under an applicable state certificate of title law.

bb. "Vehicle Charges" means all tolls, registrations costs, titling costs, all taxes and governmental charges, including, without limitation, all sales and ad valorem taxes, parking tickets and all other charges incurred or required to be paid in connection with any Vehicle.

2. PAYMENTS: The Obligations of Borrower shall be evidenced by an Agreement. The terms of each Agreement shall set forth Borrower's Obligations and each Agreement shall continue until Borrower satisfies all of Borrower's Obligations under, related to or with respect to such Agreement. Borrower shall pay to Lender periodic payments without invoice or other written demand as more fully set forth in the Agreement. All Payments by Borrower to Lender under each Agreement shall be in legal tender of the United States of America in immediately available funds. Borrower's obligation to pay all Payments and other amounts due under each Agreement is absolute and unconditional

under any and all circumstances (including any malfunction, defect or any inability to use any Item of Equipment) and shall be paid and performed by Borrower without notice or demand and without any abatement, reduction, diminution, setoff, defense, counterclaim or recoupment whatsoever, including any past, present or future claims that Borrower may have against Lender, any Supplier or any other person or entity whatsoever. To the fullest extent permissible under applicable law, Borrower hereby waives demand, diligence, presentment, protest, notice of dishonor, notice of nonpayment and notices and rights of every kind. If any Payment or other amount is not received within ten (10) days of when due, Borrower, shall pay a late charge equal to the greater of five percent (5%) of the delinquent amount or the maximum late charge allowed by law. Late Payments may be applied to unpaid Obligations as Lender in its sole discretion may determine. Borrower acknowledges that certain of its Obligations and duties hereunder may begin before the Borrower receives the Equipment (including, but not limited to, providing insurance prior to shipment) and/or continue past the expiration or termination of each Agreement (including, but not limited to, Borrower's indemnification obligations). For any returned instrument, including insufficient funds, Borrower also agrees to pay a \$50 fee for such returned instrument or insufficient fund fee or such lesser amount in accordance with applicable law. **BORROWER MAY NOT PREPAY ANY OBLIGATION EXCEPT BORROWER MAY IF BORROWER HAS TIMELY MADE THE FIRST 12 MONTHLY PAYMENT AND HAS NOT OTHERWISE SUFFERED AN EVENT OF DEFAULT, PREPAY ALL OBLIGATIONS UNDER A SCHEDULE BY PAYING TO LENDER THE PAYOFF BALANCE ON THE DATE DESIGNATED BY LENDER AND AS COMMUNICATED TO BORROWER.**

3. SECURITY INTEREST: As security for Borrower's Obligations under each Agreement and all Other Agreements, Borrower grants to Lender a first priority security interest in the Collateral. Title shall at all times be in Borrower's name, subject to Lender's security interest and any certificate of title for a Vehicle shall list Borrower as owner and Lender as lienholder.

4. SECURITY DEPOSIT: Lender may require Borrower to deposit a Security Deposit. Any Security Deposit deposited with Lender need not be held in a separate account and shall not bear interest. Lender may, but shall not be required to, apply all or any portion of the Security Deposit to any Obligations. If Lender applies the Security Deposit to any Obligations, Borrower shall immediately restore the Security Deposit to its full amount. Upon Borrower's satisfactory performance of all terms under the applicable Schedule and if Borrower is not in default under any Schedule or Other Agreement any remaining balance of the Security Deposit shall be, upon Borrower's written request at the end of the term of the Agreement refunded to Borrower within a reasonable period of time.

5. SELECTION; DISCLAIMER OF WARRANTIES: Borrower agrees that it has selected the Equipment and has not relied on any representation or warranty by Lender in connection with such selection; and unless Lender is selling out Lender's inventory, Lender is not an agent of any Supplier and no Supplier is an agent of Lender or otherwise authorized to bind Lender to any representation, warranty or agreement. BORROWER ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS FINANCED "AS IS, WHERE IS AND WITH ALL FAULTS" AND LENDER DOES NOT MAKE, HAS NOT MADE, AND SHALL NOT BE DEEMED TO MAKE, AND HEREBY DISCLAIMS ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY USE OR PURPOSE, THE DESIGN, DURABILITY, QUALITY, CAPACITY, CONDITION, COMPLIANCE WITH SPECIFICATIONS, OPERATION OR ANY CHARACTERISTICS OF THE EQUIPMENT WHATSOEVER, OR AS TO TITLE TO THE EQUIPMENT (UNLESS LENDER MAKES SUCH EXPRESS WARRANTY AS TO TITLE ONLY IF IT IS SELLING OUT OF ITS INVENTORY), OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT (EITHER UPON DELIVERY THEREOF TO BORROWER, LENDER OR OTHERWISE),

dl [Signature]

it being agreed that all such risks, as between Lender and Borrower, are to be borne by Borrower. Lender shall have no responsibility or liability to Borrower or any other person with respect to any of the following, (a) any liability, loss or damage to Borrower or any third party caused or alleged to be caused directly or indirectly by any Item, any inadequacy thereof or deficiency or defect therein or by any other circumstance in connection therewith, including the delivery, transportation, ownership, possession, use, operation, performance, servicing, maintenance, storage, repair, improvement, replacement, reconstruction or return of any Item or any risks relating thereto; or (b) any interruption of service, loss of business or anticipated profits or consequential damages.

6. USE AND MAINTENANCE: Borrower covenants and agrees that: (a) it will use the Equipment only for its originally-intended business purpose and it will not use the Equipment for consumer, personal, family, farming or household use; (b) the Equipment will at all times be used, operated, maintained, serviced and repaired under and in compliance with all acts, its rated capacity, warranty provisions, requirements of insurance, operating manuals, rules, regulations and orders of any judicial, legislative or regulatory body having power to supervise or regulate the use, operation or maintenance of the Equipment, including license, permits and registration requirements applicable to the Equipment; (c) without Lender's prior written consent, Borrower will not move any Item from the location specified in the Schedule for such Item and shall inform Lender immediately upon Lender's request of the current location of each Item, provided that at no time shall any Item move outside of the continental United States without Lender's prior written consent; (d) Borrower shall, at its expense, cause qualified parties to make all modifications and improvements and maintenance to the Equipment required by law or otherwise, and will not make other modifications or improvements to the Equipment without the prior written consent of Lender; and (e) without in any way limiting the foregoing, Borrower shall maintain and use the Equipment, at its sole cost and expense, in good and safe operating order, in like new condition excepting ordinary wear and tear. Borrower will give immediate oral and written notice to Lender of its receipt of any demand, notice, summons, complaint or legal proceeding relating to any Item including any violation of any law, regulation or standard covered by this Section. At Borrower's sole cost and expense, Borrower shall obtain all registration plates and other plates, permits, tags, inspections or licenses and similar items used in connection with any Vehicle or related to the operation and use of any Vehicle and pay all Vehicle Charges. It is the intention of the parties hereto that each Item shall consist solely of personal property and that the same shall not constitute fixtures under the laws of the states where such Item is located. The parties acknowledge and agree that each Item is and shall remain removable from, and not essential to, the premises where such Item is located and Borrower agrees not to affix or install any Item to or in any real property in such a manner that may cause it to be a fixture.

7. INSPECTION AND FINANCIAL REPORTS: Lender, or any agent designated by Lender may enter upon any of Borrower's premises or any location where any Item is located or used, during reasonable business hours, to inspect such Item and any reports, maintenance records, titles, repair orders, certificates, or any similar documentation or other collateral pledged to Lender. Upon Lender's request, Borrower will furnish (or cause to be furnished) to Lender promptly, but in no event later than ten (10) days information, financial or otherwise, as Lender may reasonably request from time to time, including without limitation bank statements, financials statements and information pertaining to Borrower, the Equipment or any guarantor. Borrower agrees Lender may obtain Borrower's principal or owner or Guarantor of Borrower's, credit report, credit score, or, without limitation, other consumer or commercial report at any time and at any frequency during the term of any Agreement as well as for the purpose of collection of amounts outstanding owed under this Agreement or any

Schedule and for the enforcement of our rights under this Agreement or any Agreement.

8. RISK OF LOSS: Borrower shall bear the entire risk of any Event of Loss from any cause whatsoever. No Event of Loss shall relieve Borrower from making any Payment or any other obligations hereunder. Borrower shall immediately notify Lender of any insurance claim and of any Event of Loss and inform Lender of the circumstances and extent of the Event of Loss. Upon an Event of Loss, Borrower shall place such Equipment in good repair and working order so that the Equipment is of at least the same utility, value and marketability; and upon an Event of Loss that is a Total Loss, Borrower will promptly pay to Lender an amount under the applicable Agreement equal to the Casualty Value. Lender may require that the Borrower pay the Casualty Value whether all or only a portion of the Equipment subject to an Agreement experiences a Total Loss. Any proceeds received by Lender or Borrower as the result of an Event of Loss with respect to any Item (including insurance proceeds and proceeds of condemnation or requisition) shall be applied at Lender's election, in whole or in part, to (a) repair or replace such Item or any part thereof, or (b) satisfy any of any of Borrower's Obligations. Borrower shall also pay any costs and expenses (including Attorneys' Fees or the cost to engage an attorney even if no suit or claim is filed) incurred by Lender in connection with its exercise or protection of its rights and interests hereunder, including without limitation titling costs or other fees to effectively enforce Lender's interest in any item of Equipment. If no Event of Default has occurred and is continuing and no event or condition has occurred that with notice and/or passage of time could constitute an Event of Default, upon the payment of the Casualty Value with respect to any Agreement, and the payment of any and all other amounts due and payable to Lender, Lender shall release its security interest in such Items; provided that Borrower's Obligations with respect to taxes, Vehicle Charges, indemnities and reimbursements shall survive.

9. REQUIRED INSURANCE: Borrower shall procure and maintain on or with respect to all Equipment at Borrower's sole cost and expense such insurance coverage in such amounts and with such responsible insurers as required by Lender, (which may on reasonable notice require Borrower to change such form, amount or company), including: (a) comprehensive general liability insurance in such amounts as stated in the Schedule, insuring against liability for property damage, death and bodily injury, with Lender and its successors and/or assigns named as additional insured; (b) all risk physical damage insurance against all risks of theft, loss or damage from every cause whatsoever in an amount as stated in the Schedule with Lender and its successors and/or assigns named as lender loss payee; and (c) if reasonably requested by Lender, other or additional coverage. Borrower shall waive Borrower's rights and have its insurance carrier waive its right of subrogation against Lender for any and all loss or damage. All policies shall contain clauses requiring the insurer to furnish Lender with at least thirty (30) days prior written notice of any material change, cancellation, or nonrenewal of coverage and stating that coverage shall not be invalidated against Lender or its assigns because of any violation of any condition or warranty contained in any policy or application therefor by Borrower or by reason of any action or inaction of Borrower. Borrower agrees to inform Lender immediately in writing of any notices from, or other communications with, any insurers that may in any way adversely affect the insurance policies being maintained pursuant to this Section. No insurance shall be subject to any co-insurance clause. Upon request by Lender, Borrower shall furnish Lender with a certificate of insurance, proper endorsements or other evidence satisfactory to Lender that such insurance coverage is in effect. If Borrower shall fail to carry any insurance required hereunder, Lender (without obligation and without waiving any default or Event of Default by Borrower hereunder) may do so at Lender's sole option and at Borrower's sole cost and expense, and Lender may make a profit on the provision of any such insurance. Borrower agrees Lender is not a seller of insurance and Lender is not in the insurance business. Borrower will deliver to Lender evidence of compliance with this Section satisfactory to Lender, including any

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copies of policies, certificates and endorsements, with premium receipts therefor, on or before the date of execution by Borrower of the applicable Agreement. Any insurance proceeds received by Lender will be applied, at Lender's option, to repair or replace the Equipment, or to pay Lender the remaining payments due or to become due under the applicable Agreement discounted to present value in accordance with the Nonfulfillment Allowance. Lender shall be under no duty to ascertain the existence of or to examine any such policy or to advise Borrower in the event any such policy shall not comply with the requirements hereof.

10. NEGATIVE COVENANTS: Without Lender's prior written consent, Borrower shall not: (a) sell, assign, dispose, lease or otherwise transfer (including by operation of law) any Item or any of its interest in or rights under any Agreement or as to any Item; (b) change Borrower's legal name, state of organization, organizational structure (by merger or otherwise) or organizational identification number; (c) mortgage, pledge, grant a security interest in or otherwise permit, suffer or cause any Lien to exist or remain on any Item (except those in favor of Lender as contemplated under any Agreement); (d) record or attempt to record a termination statement under Article 9 of the UCC; (e) fail to promptly provide Lender with any notice required hereunder; (f) permit any Equipment to be located in a state or jurisdiction other than the state in which such Equipment is currently titled for any continuous period of time that could subject such Equipment to the titling or registration laws of such other state or jurisdiction; or (g) use any Item of Equipment to store, transport, contain or deliver any Hazardous Materials in violation of any Environmental Laws or transport persons for hire unless Lender has expressly approved the use of such Item for such purpose in an Agreement; provided further that Borrower obtain all permits, licenses and all applicable requirements to do so and maintains at all times the insurance required under such Agreement.

11. EVENTS OF DEFAULT: An "Event of Default" or "Default" shall be deemed to have occurred under all Agreements and all Other Agreements with Lender and Lender's Affiliates upon the occurrence of any of the following events or circumstances: (a) Borrower fails to pay any Payment or any other amount payable with respect to any Agreement or Obligations when due (in good, collected and indefeasible funds); (b) there occurs any event or condition which after notice, lapse of time or after both notice and lapse of time will permit acceleration of any Obligations or would become an Event of Default; (c) Borrower fails to maintain the Required Insurance or breaches any of the covenants contained herein; (d) any representation or warranty of Borrower or any Guarantor to Lender is false in any material respect; (e) Borrower or any Guarantor breaches any representation, warranty, term, condition or covenant herein or in any Agreement, Guaranty, or any other present or future agreement with Lender or an Affiliate of Lender; (f) Borrower or any Guarantor becomes insolvent, dissolves or ceases to do business as a going concern, makes an offer of settlement, extension or composition to its unsecured creditors generally, makes an assignment for the benefit of its creditors, or files a petition for an order for relief under the United States Bankruptcy Code or any similar federal or state law, or has such a petition filed against it which is not dismissed within sixty (60) days; (g) the property of Borrower or any Guarantor is attached or a trustee, receiver or other custodian is appointed for Borrower or for any of Borrower's property; (h) Borrower or any Guarantor is a party to a merger, consolidation or transfer of substantially all of its assets, suffers a material change in its senior management, sells or otherwise transfers any facility in which any Item is located or suffers a material adverse change in its business or financial condition after the date hereof; (i) Borrower permits the sale or transfer of any shares of its capital stock or of any ownership interest in Borrower to any person, persons, entity or entities (whether in one transaction or in multiple transactions) which results in a transfer of a majority interest in the ownership and/or the control of Borrower from the person, persons, entity or entities who hold ownership and/or control of the Borrower as of the date of this Master EFA (including by operation of law); (j) a general partner, managing partner or managing member of Borrower or any Guarantor (or Borrower or any Guarantor if

any such party is an individual) dies, becomes legally incompetent, or suffers any other event described in this Section; (k) Borrower or any Guarantor defaults under any agreement, instrument, guaranty, loan, lease, note, or other obligation of any kind on the part of Borrower in favor of Lender or any of its Affiliates for money borrowed or the lease of real or personal property; (l) Borrower attempts to repudiate any Agreement or revoke acceptance of any Item; (m) any Guarantor attempts to repudiate, revoke, rescind, withdraw or cancel a Guaranty or (n) Borrower sells, attempts to sell, transfer, assign, lease, sublease, rent or otherwise transfer (including by operation of law) possession of any Item of Equipment or any rights, title or interest in any Item of Equipment, unless prior written consent is obtained from Lender in a signed writing; or (o) any Item of Equipment is not located in such location as required hereunder or if a Vehicle or mobile Equipment, that such item regularly returns to such location on a frequent basis. Borrower acknowledges that an Event of Default under any Agreement shall constitute an Event of Default under all Agreements and any other leases, contracts, instruments or agreements for the borrowing of money with Lender or an Affiliate of Lender. Notwithstanding the foregoing or anything herein to the contrary, Agreements shall not be so cross-defaulted or cross-collateralized if held by different banks or lenders who are not Affiliates.

12. RIGHTS AND REMEDIES UPON DEFAULT: (a) Upon the occurrence of an Event of Default, Lender shall have any and all rights and remedies existing at law or in equity and shall have the right, at its sole election, at any time to exercise any or all of such remedies concurrently, successively or separately, without notice to Borrower (unless specifically stated in such Schedule). Without limiting the foregoing, Lender may at its election declare any or all Agreements to be in default and exercise any and all rights and remedies available to Lender, including the following rights and remedies: (i) proceed at law or in equity to enforce specifically Borrower's performance or to recover damages; (ii) require Borrower to immediately assemble, make available and if requested by Lender deliver the Equipment (or, if so requested, any Items designated by Lender) to Lender at a time and place designated by Lender; (iii) enter any premises where any Item may be located and repossess, disable or take possession of the Equipment (and/or any attached or unattached parts) by self-help, summary proceedings or otherwise without liability for rent, costs, damages or otherwise; (iv) use Borrower's premises for storage without rent or liability; (v) sell, lease or otherwise dispose of the Equipment or such Items at private or public sale, whether the Equipment is present at such sale and with or without notice except to the extent required by applicable law, and if notice is required by law such requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the public sale or the time after which any other disposition is to be made; (vi) disable or keep idle all or part of the Equipment or such Items; or (vii) declare all of Borrower's Obligations immediately due and payable including the Default Amount. Notwithstanding the foregoing, upon the occurrence of an Event of Default under Section 11 (f) - 11 (h) above, Borrower's Obligations shall automatically accelerate and Borrower shall immediately owe to Lender, without notice or demand from Lender, the Default Amount. Borrower expressly acknowledges that each Agreement sets forth a reasonable amount and reasonable formula for calculation of liquidated damages in light of the anticipated harm caused by any default by Borrower hereunder and that such harm would otherwise be difficult or impossible to calculate or ascertain. (b) In the event Borrower pays to Lender the Default Amount and any and all other amounts due and payable to Lender hereunder as a result of the Event of Default (in good, collected and indefeasible funds) prior to the date Lender enters into a contract or otherwise determines that it is obligated to a third party with respect to the disposition of the Equipment, Lender shall release its security interest in the Equipment (without recourse, representation or warranty, "AS IS, WHERE IS AND WITH ALL FAULTS") and any right, title or interest Lender may have in such Equipment. In the event Lender disposes of the Equipment, it shall apply the Net Proceeds (as hereinafter defined) to Borrower's obligations in the order Lender determines. As used herein, the term

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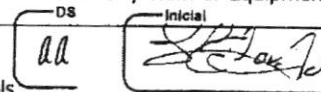
"Net Proceeds" shall mean the after-tax amount received by Lender in immediately-available funds not subject to recapture, rebate or divestiture from such purchaser; or in the case of a purchase of the Equipment which Lender finances pursuant to a lease intended as security or other equipment finance arrangement or in the case of a disposition pursuant to a true lease (any such leases or finance agreements being referred to hereinafter as a "Replacement Agreement"), an amount equal to the sum of all non-cancellable periodic payments and any purchase election, purchase requirement or balloon payment set forth in the Replacement Agreement, as determined by Lender. (c) With respect to Lender's rights to dispose of the Equipment or any Items, Borrower acknowledges and agrees that Lender shall have no obligation, subject to any legal requirements of commercial reasonableness, to clean-up or otherwise prepare the Equipment or any Items for disposition; Lender may comply with any state or federal law requirements that Lender deems to be applicable or prudent to follow in connection with any such disposition; and any actions taken in connection therewith shall not be deemed to have adversely affected the commercial reasonableness of any such disposition. If Equipment delivered to or picked up by Lender contains goods or other property not constituting Equipment, Borrower agrees that Lender may take such other goods or property, provided that Lender makes reasonable efforts to make such goods or property available to Borrower after repossession upon Borrower's written request. (d) If, after any Default, any Agreement is placed in the hands of an attorney, collection agent or other professional for collection or enforcement of any other right or remedy of Lender, Borrower shall pay all Attorneys' Fees and associated costs and expenses. Forbearance as to any default shall not be deemed a waiver, all waivers to be enforceable only if specifically provided in writing by Lender, and waiver of any default shall not be a waiver of any other or subsequent default. To the fullest extent permitted by applicable law, Borrower hereby waives any rights now or hereafter conferred by statute or otherwise that may require Lender to sell, lease or otherwise use any Equipment in mitigation of Lender's damages set forth in such Agreement or that may otherwise limit or modify any of Lender's rights or remedies.

13. INDEMNIFICATION: Borrower hereby agrees to defend, indemnify and hold Lender and its successors and/or assigns and any and all employees, agents, directors, partners, shareholders, officers, members of the foregoing and any assignee or secured party of Lender, harmless from and against all Claims. Borrower agrees to give Lender prompt notice of any Claim or liability hereunder. Borrower shall, at Lender's election, appear and defend any Action and/or pay the cost of the defense of any Claim brought against Lender, either alone or in conjunction with others. Borrower shall satisfy, pay and discharge all Claims that may be incurred by, or recovered against, Lender in connection with any Claim. The foregoing indemnities are continuing indemnities and shall survive expiration or termination of each Agreement for any reason.

14. REPRESENTATIONS; WARRANTIES; COVENANTS: Borrower represents, warrants, covenants and agrees that: (a) Borrower is duly organized, validly existing and in good standing under the laws of the states in which Borrower operates and in such states where possession of any Item would require such qualification; (b) the name of Borrower is Borrower's full and correct legal name; (c) Borrower has full power and authority to execute, deliver and perform all its Obligations under each Agreement; (d) this Master EFA and each Agreement has been, or will be when entered into, duly authorized by all necessary action of Borrower, duly executed on behalf of Borrower and constitutes a valid and legally binding obligation of Borrower, enforceable in accordance with its terms; (e) the execution and performance by Borrower of each Agreement and the validity hereof, do not require the consent or approval of, giving of notice to, registration with, or taking of any other action in respect of, any state, federal or other governmental authority or agency, any shareholders, partners, members, trustees or holders of any indebtedness of Borrower; or if any such consent, approval, notice, registration or action is required, it has been obtained, given or taken,

and evidence thereof has been delivered to Lender or will be delivered concurrently with the execution of each Agreement; (f) the execution, delivery or performance by Borrower of its Obligations under each Agreement shall not contravene, in any material respect (i) any law; (ii) any provision in Borrower's articles of organization or incorporation, certificate of limited partnership or incorporation, operating agreement, partnership agreement, by-laws or similar chartering or governing documents, instruments or agreements; (iii) any provision in any existing mortgage, indenture, loan or credit agreement, or other contract or agreement binding on Borrower; or (iv) any judgment, decree, order, franchise or permit applicable to Borrower; (g) neither the execution and delivery of each Agreement nor the fulfillment of, or compliance with, the terms and provisions hereof, will result in the creation of any Lien upon all or any portion of the Equipment (other than under an Agreement); (h) Borrower is not a party to any agreement or instrument, or subject to any chartering or governing document, or other corporate or business restriction, materially and adversely affecting its business, properties, assets, operations or condition (financial or otherwise), and Borrower is not in default in the performance, observance or fulfillment of any of the Obligations, covenants or conditions contained in any agreement for borrowed money or other material agreement or instrument to which it is a party or by which it may be bound in any manner; (i) all balance sheets, profit and loss statements, statements of income or other financial statements of Borrower, heretofore or hereinafter delivered to Lender, have been prepared in accordance with generally accepted accounting principles and fairly present the financial position of Borrower; (j) Borrower is not in default under any Agreement; (k) there are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal or body or judgments which may materially adversely affect Borrower's financial condition or operations; (l) Borrower is, and will continue to be through the period of effectiveness of each Agreement either the owner, the lessee or the sublessee of each and every facility in which any Item shall be located; (m) Borrower shall notify Lender in writing within five (5) days after any Lien shall attach to any Item, and any such notice shall specify the location of such Item on the date of such notification, the amount and circumstances of any claim giving rise to such Lien and the identity and address of the lienholder; (n) Borrower nor any guarantor of its Obligations hereunder, and no individual executing any Agreement or any other document executed in connection with any Agreement is named on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury or otherwise a party with whom Lender is prohibited from doing business pursuant to such regulations and Borrower is in compliance with any Bank Secrecy Act regulations and all other applicable laws or regulations to prevent money laundering; (o) neither Lender nor any of Lender's officers or employees is an agent of any Supplier; (p) neither Supplier nor any of Supplier's officers or employees is an agent of Lender nor otherwise authorized to bind Lender to any representation, warranty, term, condition or agreement; (q) if requested by Lender or if required by federal, state or local law, Borrower shall, at Borrower's sole cost and expense, permanently affix and maintain on any or all Items (or as many items as required), as determined by Lender or as required by applicable law, in a prominent place, a sign, legend, plate, plaque, tag or other identifying label disclosing Lender's security interest in the Equipment; (r) Borrower shall pay all Vehicles Charges, and all taxes and governmental charges arising from or related to the Equipment; (s) no transaction under any Agreement will be a "Consumer Transaction" as defined in the UCC; All representations and warranties contained herein shall be continuing in nature and in effect at all times prior to Borrower satisfying all of Borrower's obligations to Lender under each Agreement.


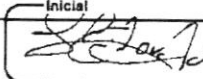
15. POA; FURTHER ASSURANCES: Borrower hereby irrevocably appoints Lender and its designee and authorizes and grants to Lender and such designee a power of attorney in Borrower's name as Borrower's attorney-in-fact to apply for and execute a certificate of title and/or notice of liens for any Item of Equipment that is required to be

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titled under the laws of any jurisdiction where such Equipment is or may be used and/or to transfer title thereto upon the exercise by Lender of its remedies upon an Event of Default by Borrower under this Master EFA, provided that Borrower shall furnish to Lender all certificates of title within 14 days of any titling effected by Borrower. Additionally, Borrower will do whatever Lender deems necessary to have a statement of the security interest of Lender and any assignee of Lender in the Equipment noted on any certificate of title relating to the Equipment and will deliver said certificate to Lender. Borrower will, upon demand of Lender and at Borrower's sole cost and expense, do and perform any other act and will execute, deliver, file or record any and all further writings or records requested by Lender to protect Lender's rights hereunder, including: (a) UCC financing statements, charges for certificates of title and/or retitling or other records under the UCC or other applicable law as currently in force or as subsequently revised, enacted or re-enacted; and (b) duly executed landlord's or mortgagee's waivers from any person claiming an interest in any real property or improvements on, or in, which any Item is located. Borrower further authorizes Lender or its designee to enter any information that does not materially change the terms of any Agreement or this Master EFA or other writing executed in connection with any Agreement, or any Item, to file or record financing statements, amendments to financing statements and continuations or to execute and deliver or otherwise authenticate and communicate any writing or record and take any other actions that Lender reasonably deems necessary or desirable to protect Lender's interest under each Agreement. Borrower further authorizes Lender and its designee to transmit and file any such statements, ministerial changes and other items by electronic means. If Borrower shall fail to provide any insurance, remove any Lien, pay any tax, pay any Vehicle Charges, provide any indemnity, or otherwise perform any obligation hereunder that may be performed or satisfied by the payment of money, Lender may, but is not obligated to, in addition to and without waiver of any other right or remedy herein provided, pay such sum for Borrower's account. In such event, Borrower shall reimburse Lender immediately upon demand for all such sums. Borrower agrees that any default described in this Section is a Default. Borrower hereby acknowledges and agrees that Lender may file financing statements prior to execution of the applicable Agreement to protect fully Lender's interest and Borrower hereby acknowledges and agrees that such filings are authorized and hereby ratified.

16. GENERAL TERMS: (a) Notices. Any notices and demands required or permitted under this Master EFA shall be sent in writing to Lender and Borrower at such parties address set forth on the first page hereof or to any other address as may be specified by a party by a notice given as provided herein and shall be sent by certified mail (return receipt requested), by a nationally recognized express courier service (such as Federal Express) or personally served. Each such notice shall be deemed to be duly given when mailed upon deposit in any depository maintained by the United States Post Office, when deposited with a nationally recognized express courier service or when personally served. (b) Assignment. Lender may assign this Master EFA or any and all Agreements hereto, as well as all of its right, title and interest hereunder and/or any Schedule, including all payments hereunder and/or the respective Schedule, to one or more persons or entities whatsoever (and may register or require Borrower to register such third party's interest on the respective certificate of title to the Equipment at Borrower's expense and deliver the original certificate of title to such third party) without notice to or consent of Borrower. In such event, Lender's assignee shall have all of the rights, but none of the Obligations, of Lender hereunder and Borrower agrees that it will not assert against any assignee of Lender any defense, counterclaim or offset that Borrower may have against Lender with respect to any Agreement or any other matter. Borrower acknowledges that any assignment or transfer by Lender, in whole or in part, does not materially change Borrower's duties or Obligations under any Agreement nor materially increase the burdens or risks imposed on Borrower. Without limiting the generality of the foregoing, Borrower acknowledges that a third-party lender identified on the respective certificate of title to the Equipment, and its

successors, transferees, and assigns, may possess an ownership or security interest in the Equipment and the respective Schedule and Lender's right to proceeds, rental payments, and other payments hereunder. (c) Counterparts; Electronic Signature. This Master EFA, each Agreement and all documents executed in connection herewith may be executed and delivered in counterparts all of which shall constitute one and the same agreement. The exchange of signed copies by facsimile or PDF copies and transmission of a document executed by "wet ink" signature or a counterparts executed via DocuSign or other similar digital signature technology shall constitute effective execution and delivery and may be used in lieu of manually signed documents, provided, however, that only the counterpart of this Master EFA and each Schedule that bears Lender's manually applied signature and/or is marked "Sole Original" by Lender shall constitute chattel paper within the meaning of the UCC, and no security interest can be perfected by possession of any other duplicate original or counterpart, whether or not signed by the parties. Signatures of the parties transmitted by facsimile or PDF transmission and/or digital signature technology such as DocuSign or similar technology qualify as authentic original signatures for purposes of enforcement thereof, including all matters of evidence and the "best evidence" rule. The parties agree that to be acceptable, a digital signature platform must be based on secure cryptographic technology, known as "Public Key Infrastructure" or "PKI", which creates a unique, tamper-evident "digital certificate" associating a signer with a document and guaranteeing the authenticity of a digital signature, and that Borrower shall not execute this Master EFA, any Schedule, agreement or any document executed in connection herewith or therewith by a typed notation such as "/s/ John Smith" or an email signature block. (d) Miscellaneous. Timeliness of Borrower's payment and other performance is of the essence of each Agreement. Borrower acknowledges and agrees that any excess calculated under any of the Obligations or principal will be attributable to the prepayment premium as breakage costs. The provisions of each Agreement shall be severable and if any provision shall be invalid, void or unenforceable in whole or in part for any reason, the remaining provisions shall remain in full force and effect. Each Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns (subject nevertheless to restrictions against assignment provided in Section 8). All representations, warranties and agreements made herein by any of the parties hereto shall survive consummation of the transactions contemplated hereby. Borrower's Obligations as to events or conditions occurring during the Term shall survive termination, cancellation or expiration of each Agreement as to any Item. Lender's failure at any time to require strict performance by Borrower with any of the provisions hereof shall not waive or diminish Lender's right thereafter to demand strict compliance therewith. Nothing herein shall be deemed to provide or imply that Lender is a "merchant" as to any Item within the meaning of the UCC. Borrower acknowledges that Lender's approval of any Equipment, Supplier or other parties or documentation relating to any Agreement will be solely for the protection of Lender's interests in the Equipment and under such Agreement and under no circumstances shall be construed to impose any responsibility or liability of any nature whatsoever on Lender. It is the intention of the parties to comply strictly with applicable usury laws and, accordingly, in no event and upon no contingency shall Lender ever be entitled to receive, collect, or apply as interest any interest, fees, prepayment premiums, charges or other payments determined by a court of law to be the equivalent of interest, in excess of the maximum rate which Lender may lawfully charge under applicable statutes and laws from time to time in effect; and in the event that Lender ever receives, collects, or applies as interest any such excess, such amount which, but for this provision, would be excessive interest, shall be applied to the reduction of the principal amount of the loan, provided, however, that Borrower waives, to the extent permitted by law, the right to seek such reduction; and if the principal amount of the loan, all lawful interest thereon, and all lawful fees and charges in connection therewith, are paid in full, any remaining excess shall forthwith be paid to Borrower,

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or other party lawfully entitled thereto. No variation or modification of any Agreement or any term or provision hereof, or waiver, discharge, cancellation or termination of any of its provisions or conditions, shall be valid unless in a writing and signed by an authorized representative of the party against whom the enforcement of such variation, modification, waiver, discharge, cancellation or termination is sought.

17. CELLULAR PHONES; EMAIL: Borrower consents to the delivery of text messages, phones calls (including pre-recorded messages and calls from systems capable of dialing automatically and any other electronic messages to any and call cellular phone numbers provided to Lender in connection with any Agreement. Borrower agrees that Borrower may incur charges for such calls and messages. In addition, Borrower authorizes Lender to send emails to any email address on file with Lender in connection with any Agreement.

18. LAW; VENUE; JURY WAIVER: This Master EFA and each Agreement shall be governed in all respects by, and construed and enforced in accordance with, the laws of the State of New Jersey,

excluding conflicts-of-law principles. This Master EFA and each Agreement shall be deemed delivered in Lender's principal offices in New Jersey. For purposes of any action or proceeding involving any Agreement, each party hereby expressly submits to the jurisdiction and venue registered of all federal and state courts located in the State of New Jersey, Essex County, and consents to be served with any process on paper mail or by personal service within or without such state and county in accordance with applicable law, provided a reasonable time for appearance is allowed. Each party hereby waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding. Nothing in this section shall affect the right of any party to serve legal process in any other manner permitted by law or affect the right of any party to bring any action or proceeding in the courts of any other jurisdiction. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY TO THIS MASTER EFA HEREBY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER OR IN ANY WAY CONNECTED WITH THIS MASTER EQUIPMENT FINANCE AGREEMENT, THE EQUIPMENT OR ANY AGREEMENT.

SIGNATURE

BY SIGNING BELOW, AS OF THE DATE OF THIS MASTER EFA, THE UNDERSIGNED REPRESENTS IT COMMONLY EXECUTES AGREEMENTS AND CONTRACTS FOR THE BORROWING OF MONEY SIMILAR TO THIS MASTER EFA AND IT HAS ALL NECESSARY POWER AND AUTHORITY ON BEHALF OF THE BORROWER AND SUCH ACTION DOES NOT REQUIRE THE CONSENT OF ANY OTHER PERSON OR ACTION RELATED THERETO.

Electronic Signature If you are signing this Master EFA electronically, by your electronic signature, you are executing this Master EFA and acknowledging that you have read and agreed to all provisions hereof. Your electronic signature binds you to the terms of this Master EFA as further stated in Section 16(c) above.

Borrower: **J. Aroca's Services LLC**

DocuSigned by:
X Aminta Aroca-Pelaez
D8E154FEC61640A

Firmado por:
X [Signature]
958605B3C620456...

Lender: **Intek Auto Leasing, Inc.**

DocuSigned by:
By: [Signature]
03F91C9500F840B...

Witness: _____

Rotman's
Intek
AUTO / TRUCK / EQUIPMENT LEASING
152 Eagle Rock Ave. Roseland, NJ 07068
P: (973) 403-7788 F: (973) 403-3232
www.intekleasing.com



GUARANTY

12/5/2024

Debtor: **J. Aroca's Services LLC**
24 Cleveland Street FL 1
Morristown, NJ 07960

Creditor: **Intek Auto Leasing, Inc.**
152 Eagle Rock Ave
Roseland, NJ 07068

In consideration of Intek Auto Leasing, Inc. together with its successors and assigns (whether a lender or lessor hereinafter "Intek") from time to time extending any present or future loan, lease, promissory note, or other financial accommodation to Debtor (all of the foregoing to the above named debtor (whether a lessee or borrower, the "Debtor") and also being owed performance under the guaranties of the below named Cross Guarantor, this GUARANTY is made and entered as of 12/5/2024 (the "Effective Date") by the guarantors signing below (each the "Guarantor") for the benefit of Intek. This Guaranty contains the entire and only agreement between the Guarantor and Intek with respect to the guaranty of Obligations. All prior understandings and agreements related to the guaranty of the Obligations shall be superseded by this Guaranty. No amendment of this Guaranty will be valid unless it is in writing and signed by all parties. Guarantor acknowledges that the Guaranty is continuing in nature and is a Guaranty of payment, not of collection. As used herein, "Obligations" means and is used herein in its most comprehensive sense and includes any and all advances, debts, performance, obligations and liabilities of Debtor, or any of them heretofore, now or hereafter made, incurred or created, however arising, whether due or to become due, including under any lease, equipment finance agreement, schedule to a master lease or master equipment finance agreement, contract, loan agreement, note, security agreement, or other similar transaction or financial accommodation, and all modifications, extensions and renewals thereof, and whether Debtor may be liable individually or jointly with others. All Obligations of a Guarantor shall be joint and several, if there is more than one Guarantor.

Guarantor acknowledges that this is a continuing guaranty and all rights, powers and remedies hereunder of Intek shall apply to all past, present and future Obligations howsoever arising of Debtor to Intek, including those arising under successive transactions, schedules to master agreements, and Obligations which shall either continue the Obligations, increase or decrease it, or from time to time create new Obligations after all or any prior Obligations have been satisfied, and notwithstanding the death, incapacity, dissolution, liquidation or Bankruptcy of Debtor or any other Guarantor or any other event or proceeding affecting Debtor or any other Guarantor or Cross Guarantor.

The Guarantor hereby unconditionally and irrevocably, absolutely and continually guarantees as primary obligor and not as a surety (a) the full and prompt payment when due, whether by acceleration or otherwise and at all times hereafter, of all Obligations and (b) the full and prompt performance of all the terms, covenants, conditions and agreements related to the Obligations. The Guarantor agrees to pay all expenses, including without limitation, attorneys' fees and court costs paid or incurred by Intek in endeavoring to collect the Obligations, or any part thereof, and in enforcing the Guaranty. In the event that more than one Guarantor executes this Guaranty of the Obligations, each Guarantor shall be jointly and severally liable hereunder. If the Guarantor is a corporation, limited liability company, or partnership, this Guaranty has been expressly authorized by Guarantor's Board of Directors, Members, Managers, or Partners. In no event shall Intek have any obligation to proceed against any Debtor or any Cross Guarantor, any other entity or any security pledged in connection with the Obligations before seeking satisfaction from the Guarantor. At its option, Intek may proceed, prior to, subsequent to, or simultaneously with the enforcement of its rights hereunder, to exercise any right or remedy it may have against any Debtor or any Cross Guarantor, any other entity, or any security pledged in connection with the Obligations. Guarantor waives all defenses and notices, including those of acceptance hereof by Intek and of the existence or creation or non-payment of all or any of the Obligations; protest, presentment, and demand; promptness, diligence, acceleration, notices of non-performance, protest or dishonor and any and all defenses otherwise available to sureties, guarantors and other secondarily liable parties.

Guarantor's obligations hereunder shall be absolute, unconditional, irrevocable, continual, and unaffected by: (a) the modification, alteration, or amendment of any Obligations, including, without limitation, the addition of schedules for the lease or finance of additional Vehicle(s) or equipment with respect to which Guarantor has not received notice; (b) the death, liquidation, dissolution, insolvency, bankruptcy, assignment for the benefit of Intek, reorganization, arrangement, composition, readjustment, or other similar application or proceeding affecting any Debtor, any Cross Guarantor, or any assets of any Debtor or any Cross Guarantor; (c) the failure, delay, or omission by Intek to enforce, assert, or exercise any right, power, or remedy in connection with the Obligations; (d) any illegality, invalidity, or unenforceability of the Obligations or an agreement between Intek and Debtor or Cross Guarantor; and (e) any claim Guarantor may have against Intek. Guarantor waives all right to subrogation, reimbursement, exoneration, contribution, or indemnification whatsoever until all Obligations shall have been indefeasibly paid. Guarantor also waives any revocation right. Guarantor may not assign its obligations, and any attempt to do so is null and void. Intek may assign this Guaranty and its rights hereunder without the consent of Guarantor.

The Guarantor agrees that if, at any time, all or any part of any payment theretofore applied by Intek to any of the Obligations is or must be rescinded or returned by Intek for any reason whatsoever (including, without limitation, the insolvency, bankruptcy, or reorganization of any Debtor or any Cross Guarantor), such Obligations shall be deemed to have continued in existence, notwithstanding such application by Intek, and this Guaranty shall continue to be effective or reinstated, as applicable, as to such Obligations, all as though such application by Intek had not been made. If any provision of this Guaranty is determined to be unenforceable, the remainder of the Guaranty shall not be affected and shall remain valid and enforceable. This Guaranty shall be governed by the laws of the State of New Jersey, and only federal or state courts in New

Guaranty -8005047

Initials

ll *[Signature]*


Jersey may be the venue for any suit. The parties waive any defense that a forum in New Jersey is inconvenient. Delivery of this Guaranty in electronic format (e.g., pdf) shall be considered effective delivery of a manually executed original of this Guaranty. Any notices may be sent to the address of Intek above and Guarantor below, respectively. GUARANTOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS GUARANTY, THE AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY.

Guarantor further agrees that Intek may obtain Guarantor's credit report, credit score, or, without limitation, other consumer or commercial report at any time and at any frequency during the term hereof or while Debtor has any Obligations outstanding or thereafter: (a) in connection with the extension of credit described herein and in any Schedule, (b) for the purpose of collection of amounts outstanding owed under this Agreement or any Schedule, and (c) for the enforcement of Intek's rights under this Agreement and any Schedule.

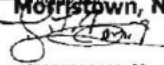
SIGNATURE

Electronic Signature If you are signing this Guaranty electronically, by your electronic signature, you are executing this Guaranty and acknowledging that you have read and agreed to all provisions of the Guaranty. Your electronic signature binds you to the terms of this Guaranty, and any paper printout or copy of the electronically executed Guaranty created by Intek may be used as evidence of the obligations of the parties.

DocuSigned by:

By: X 
DocE154FF681610A...
Guarantor: **Aminta F Aroca-Pelaez**

Address: **24 Cleveland Street FL 1**
Morristown, NJ 07960

By: X 
0590050300020450...
Guarantor: **Luis Arredondo**

Address: **24 Cleveland Street FL 1**
Morristown, NJ 07968

Witness: _____